1193.

SUPREME COURT OF THE UNITED STATES.

No. 59.

CATHARINE SCHOLFIELD, APPELLANT,

vs.

GEORGE SCOTT, EXECUTOR OF ANDREW SCHOLFIELD AND AL.

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR ALEXANDRIA, D. C.

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DISTRICT OF COLUMBIA, to wit:

Pleas before the honorable the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, at the court house, in the town of Alexandria, May 2d, 1843.

Title.

CATHARINE SCHOLFIELD, complainant,
against
GEORGE SCOTT, executor of Andrew Scholfield, Benjamin Waters, in his own right, and as trustee of Ann Cowman, Mary Ann Zimmerman, Sarah Talbot, Ann Doby, John Balderson, Lucretia Edmundson, Olivia Jones, each of John Wood's children by his first wife, Rachel Ann Leavering Hannah R. Janney, and Joseph and Sarah Scholfield, children of Joseph L. Scholfield,) Lewis N. and William Scholfield, Elizabeth Hopkins Scholfield, Rachel N. Hoge and Ann Scholfield, children of Malon Scholfield, Thomas M. Andrew, William G. and Jonathan Scholfield, and Martha S. Williams, the children of Issacher Scholfield, and James Stanton, son-in-law of said Issachar, and George Scott, and W. H. Brown, defendants. } In chancery.

Be it remembered that heretofore, to wit, at the rules held in the clerk's office of the said court, for the month of January, 1841, came the complainant, by Thomas Semmes, esqr., her solicitor, and filed there a certain bill against the said defendants, which is in the words and figures following:

Bill.

To the honorable the judges of the United States circuit court for the District of Columbia, sitting in chancery at Alexandria.

Humbly complaining, shews to your honors, your oratrix Catharine Scholfield, formerly Catherine Wilson, that she is the widow of Andrew Scholfield, late of Alexandria county, deceased; that the said Andrew departed this life on or about the day of October, 1839, having first duly made his last will and testament; a true and attested copy of which, now of record in the orphans' court for Alexandria county, is herewith exhibited, marked A, and is prayed to be taken as a part of this bill; that by the clause of his said will, marked "1," the said Andrew, after wishing for acceptance with God in the day of judgment, proceeds, in clause marked "2," in the following words: "Having for some time "past, and at the special instance or request of my wife Catharine

"Scholfield, agreed that she should retain the bonds and notes "then in her possession, in lieu of her right of dower in my real "and personal estate, which bonds were her property before our "intermarriage, amounting to upwards of seven thousand dollars, "with interest accruing thereon, excepting some interest which I "had collected while the bonds and notes were in my hands; and "she, on her part, having agreed to relinquish all her right of "dower as aforesaid, which relinquishment will fully appear by "reference to a deed of trust, which she, myself, and William H. "Brown, as trustee, executed on the day of 183 , and "the same duly recorded on the land records of Alexandria county, "to which reference is here made for greater particularity and "certainty; but, in addition to the said post nuptial settlement, I "give and devise to my said wife, Catharine, a lot of ground, "situate in the city of Washington, near the Glass House, fronting "on Virginia avenue forty feet, and adjoining a lot I sold John "Duff, to her and her heirs forever, in full of her right of dower "in my estate, real, personal, and mixed." The said Andrew then proceeds in clause marked "3" of said will. "3. It is my wish "and direction that all my estate, to which I may die entitled, be "sold by my excutors hereinafter named, in such manner as my "brother Mahlon Scholfield and my particular friend and connexion, Benjamin Waters, or either of them, shall deem most advisable, [excepting therefrom specific legacies therein made,] "and out of the proceeds of the sale or sales when made, first to "pay all my just or lawful debts; then the money legacies; and "the rest and residue to be put out on interest well secured." He proceeds then, in clause marked "4," to direct that John Smith and Thomas Smith be allowed time to pay the debts by them owing to the testator. In clause "5" he goes on thus: "I devise to Benjamin Waters [in trust for Ann P. Cowman] the two "story brick house, situate on King street, in the town of Alexandria, and which I now occupy, with the alley as it now is, between said house and the one I own on the east and adjoining, "during the said Ann P. Cowman's natural life, and after her "death, to her children in equal proportions." Item 6 is a bequest of road stock to Benjamin Waters. Item 7 is a bequest of silver plate to Mary Ann Zimmerman. Item 8 is a bequest to Sarah Talbot of $100. Item 9 is a bequest to Ann Dobey of $50. Item 10 is a bequest to John Balderson of $500 on the trusts named. Item 11 is a bequest to Lucretia Edmondson of $100. Item 12 is a bequest of $150 to Benjamin Waters on the trusts named. Item 13 is a bequest of silver plate to Olivia Jones. Item 14 is a bequest to each of John Wood's children of $100. Item 15 is in the words following: "15. After the payment of my debts—the money legacies above given, and the delivery over by my executors, hereinafter named, to the different legatees, as well as the "payment of all costs and charges in relation to the execution of

" this my last will and testament, it is my wish and desire, and I " do hereby give, bequeathe, and devise accordingly, that the rest " and residue of my estate of every description be sold in the man- " ner already stated, and the nett proceeds thereof be divided into " fifteen equal parts or portions, and the same distributed in the " manner following:" The testator then bequeathes the several portions in such manner as will be seen by reference to the copy of his will herewith exhibited, and then adds as follows: "And " lastly, I appoint George Scott and Jonathan Scholfield (son of my " brother Issachar Scholfield, deceased) my executors of this my " last will and testament," with certain directions as to whom they shall consult in executing the trust confided to them.

That the said will was duly proved and admitted to record in the orphans' court of Alexandria county, on the 12th day of October, 1839, and on the 15th day of the same month and year, letters testamentary on the estate of the said Andrew were granted and committed to George Scott, one of the executors therein named. Jonathan Scholfield, the other executor, having first renounced his appointment in writing; which renunciation was duly recorded in the orphans' court, as will more fully appear by the certificate of the register of wills for Alexandria county, appended to the copy of the will herewith before exhibited.

Your oratrix charges that the said George Scott has duly taken on himself the burthen of the execution of the said will, and has duly accepted the trusts concerning the testator's real estate confided to him; and prays that the said George Scott, both as executor of said Andrew, and as devisee and trustee of his real estate, together with Benjamin Waters, to whom a portion of the testator's real estate was devised in trust, be made defendants to this her bill of complaint.

Your oratrix further shows to your honors, that at a session of the orphans' court for Alexandria county, held on the day of 1840, she duly and according to law, and within the time limited by law, renounced in writing the provision made for her by the will of her husband, the said Andrew, claiming to have her dower in his real estate, and her distributive share of his personal estate; which renunciation, attested by two subscribing witnesses, was filed in the said court, and that fact entered on the minutes of its proceedings; an attested copy of said renunciation, and a copy of a notice to the said George Scott, also recorded in the said court with a copy of the entry made by the said court among its minutes, are hereto annexed, marked B, and are prayed to be taken as a part of this bill.

Your oratrix further shews to your honors, that the said Andrew died seized of real property in the town and county of Alexandria of great value, and of a large amount of real property in the city of Washington, in the District of Columbia, situated in various parts of said city, but all within the jurisdiction of your honors,

sitting as a court of chancery at Alexandria; that the said Andrew died possessed of personal property, including good debts due to him, as appears by the inventory and appraisement returned by his executor into the orphans' court of Alexandria county, and there recorded, to an amount exceeding ten thousand dollars.

Your oratrix further shews to your honors, that the said Andrew died without leaving, and without ever having had, issue of his body, and more particularly that no child was ever born by your oratrix to the said Andrew.

Your oratrix has been advised that, notwithstanding the indenture made between herself, the said Andrew, and William H. Brown, after her intermarriage with the said Andrew, referred to in his will, and notwithstanding his said will, (she having legally and properly renounced all provision made for her, and all benefit under the same) she is entitled to her dower in his real estate, being one-third thereof in value for her life; and is further entitled to her distributive share of his personal estate, being one-half of the same after the payment of his just debts, in her own absolute right and property; and your oratrix has been further advised, that the bonds mentioned in said indenture are the sole property of your oratrix, and form no part of the personal estate of the said Andrew. She has in consequence thereof applied to the said George Scott and the said Benjamin Waters, one the executor, and both of them devisees of said Andrew's real estate, to have her dower assigned her, and to be allowed her just rights in this respect, with a request for payment to her of her one-third of the rents and profits of said real estate accrued since the death of said Andrew; and moreover, has requested of the said George Scott to allow and pay over to her her distributive share of his personal property; but they, and each of them, have refused so to do; and as your oratrix is ignorant of the true state of the titles of said Andrew to his various pieces of real estate in this District, and is ignorant of their exact localities and boundaries, which knowledge would be necessary to enable her to assert successfully any claim to dower at law; and being likewise entitled to distribution of his personal estate, she has been advised to institute proceedings in your honorable court to obtain her said dower and distributive share, with her one-third of the rents and profits of said real estate accrued since the death of said Andrew.

Your oratrix having been advised, that the indenture before referred to, was of no effect to bar her rights herein demanded, and as the said defendants have refused to acknowledge and award to her those rights, on the ground that they consider the said indenture as a full bar to her claim for dower and distribution; and as the same has been so alleged to operate by the said Andrew in his said will; your oratrix exhibits herewith, a true and attested copy of the said indenture marked C, and prays that it may be taken as a part of this her bill of complaint.

Your oratrix is advised that no agreement having been entered into between herself and the said Andrew previous to their marriage to make a marriage settlement, (either an ante or a post nuptial settlement,) and that the said indenture having been made after her marriage with the said Andrew, the same is *wholly inoperative* to bar her claim to dower or distribution.

She is further advised that the said indenture is wholly ineffectual to convey or pass her dower interest in the real estate of which the said Andrew was seized at the date of said indenture, as she is advised that, by the laws in force in the District of Columbia at the date thereof, no contract or conveyance was or is effectual to pass the interest of a married woman in lands, unless it be a conveyance sealed and delivered by *husband and* wife, and legally acknowledged and recorded. And your oratrix shews to your honors that, on an inspection of the said indenture, it will be found not even to purport to be a conveyance by the said Andrew and your oratrix, but is a conveyance by your oratrix alone (if any conveyance it be at all, which your oratrix does not admit) of her dower interest in the said Andrew's real estate.

She is further advised that even if the said indenture had been a conveyance, purporting to have been made by the said Andrew and your oratrix, of her said dower interest, yet that under the very terms of the indenture itself it could not have been a bar to dower, because, having been made in trust for the sole use, benefit, and behoof of the said Andrew and his heirs, &c., it would have merely given to the said Andrew an equitable estate in the lands conveyed, of which, under the laws in force in the District of Columbia, she would have been dowable.

Your oratrix is further advised, as before stated, that the bonds and notes mentioned in the said indenture as having been given up to her in consideration of her alleged relinquishment, are the sole property of your oratrix, and at the time of said Andrew's death formed no part of his personal estate, nor have they since become such, so as to be demanded by his executor. Those bonds and notes were the evidences of debts due to your oratrix before her intermarriage with the said Andrew, and (independent of, and contrary to, any supposed operation of the said indenture to vest the property thereof in your oratrix) the same have become her property by survivorship, through the neglect or omission of the said Andrew in his lifetime to collect the said debts, and to reduce the same (being what the law terms choses in action) into his possession.

Your oratrix has, therefore, on a view of the premises, been advised that her right to dower and distribution in the said Andrew's estate, real and personal, is clear and indefeasible.

But now, so it is, that the said defendants, and others to your oratrix at present unknown, but who, when known, your oratrix prays may be made defendants hereto, with apt words to charge them, combining and confederating together to defeat and hinder

your oratrix from maintaining and procuring her legal rights, have hitherto wholly refused to countenance the claim of your oratrix in the premises on various frivolous evasions and pretexts; at one time giving out that your oratrix has forever barred herself from all claims as herein alleged, by having executed the said indenture; at another time asserting that the said bonds were a full and adequate equivalent to the dower and distributive share of your oratrix; with many other unfounded pretexts and excuses not necessary to be herein set forth.

All which actings and doings of the said defendants and their confederates are contrary to equity and conscience, and tend to the manifest wrong and oppression of your oratrix. In tender consideration whereof, and forasmuch as your oratrix has no adequate remedy in the premises at common law, but can only find relief in a court of equity, where matters of this kind are properly cognizable, and where widows' claims for dower and for distribution in their deceased husbands' estates are rightfully and properly maintainable. To the end, therefore, that the said defendants may be compelled to answer upon oath all and fully the matters herein before charged and set forth, as if the same were now again repeated, and they especially interrogated as to each of them; but more especially that the said George Scott may answer and say, whether or not your oratrix was the true and lawful wife of the said Andrew at the time of his death; if not, who was; or did he die leaving any wife surviving him; did not the said Andrew make his last will and testament as herein before stated, and if not, when did he make it; and if he made any will, is not exhibit A, hereto annexed, a true copy of the same; and if not, that he may be compelled to exhibit a true copy thereof; did not the said Andrew die on the day of October, 1839, and if not, when did he die; did the said Andrew ever have lawful issue of his body at any time during his life, and more especially did he have any such born to him during his intermarriage with your oratrix, or in consequence thereof; had not he, the said George Scott, notice of the renunciation by your oratrix of the provision made for her by the will of the said Andrew, and in less than twelve months after his decease; has not he, the said George Scott, refused to allow the claims of your oratrix for dower and distribution of the said Andrew's estate; and was it not the reason of his said refusal that he, the said George, alleged the indenture herein before referred to, and a copy of which is herewith exhibited, marked C, to be a bar to the said claims of your oratrix; and that he may answer and discover if the said Andrew did not die possessed of personal property of great value, and if so, of what value; did he not die seized of real property of great value, and if so, where is the same situated, and what are the dimensions and extent of the several pieces or portions thereof, and their probable value. And that the other defendant, the said Benjamin Waters, may be compelled to answer such of the several interrogatories

above put to the said Scott, as may apply to the said Waters in his character of a devisee or trustee of a part of the real estate of which the said Andrew died seized.

And to the end, further, that your honors may direct the said George Scott, as executor as aforesaid, to settle an account before some commissioner of your honorable court of the amount of assets of the said Andrew which have come to his hands, and of all his actings and doings as executor as aforesaid; that some commissioner of your honorable court may be ordered and decreed to report to the court a true schedule of all the real property, *of* wherein situated, of which the said Andrew died seized, with an estimate of its probable value; and with a statement of any, and what, incumbrances may be upon the same; together with the boundaries and dimensions of each piece and parcel thereof, as near as can be ascertained. And that the said George, as executor aforesaid, may be enjoined from paying away, secreting, or otherwise disposing of, the assets of the said Andrew, except so far as may be necessary to pay his just debts; and that the said George Scott and the said Benjamin Waters may be enjoined from conveying away any of the real estate devised to them in the said will; and that they may be decreed to render and settle an account before the said commissioner of the rents and profits of the said real estate severally received by them since the death of the said Andrew. And that your honors will adjudge and decree to your oratrix her dower in the said real estate, to be assigned her and set apart in such manner as your honors may direct; and that your honors will decree to be paid her one-third of her just and legal proportion of the rents and profits thereof which have accrued since the death of the said Andrew; and will further decree to your oratrix one-half of the personal property of which the said Andrew died possessed, after the payment of his debts,and without the said bonds and notes mentioned in the said indenture as having been the property of your oratrix before her said marriage, (and which your oratrix has herein before alleged are her sole property, by virtue of her surviving her husband, without his having reduced the same into his possession,) being taken or considered as in any way a part of the personal estate of which the said Andrew died possessed or entitled to; and that your honors will grant to your oratrix such other and further discovery and relief in the premises, and will make such other and further decree in the premises, as to your honors may seem just and equitable; may it please your honors to grant your oratrix the United States most gracious writ of subpœna to the said defendant directed, &c.

TH. SEMMES,
Sol'r for Compl't.

A. Scholfield's will.

Exhibits referred to in the foregoing bill.

A.

I, Andrew Scholfield, of the town of Alexandria, in the District of Columbia, remembering that it is appointed unto all men once to die; that time is not at our command; and believing it right whilst time is afforded for men to make their last wills and testaments, and to settle their worldly concerns so far as circumstances will permit, under this impression I do hereby make, publish, and declare this to be my last will and testament, hereby revoking all others heretofore made by me.

1. The greatest desire of my life is, that in the great day of judgment, that through the mercy and goodness of God, and our Lord and Saviour Jesus Christ, I may be found worthy of acceptance in his sight; and as it has pleased God to bless me with some worldly property, I hereby give, bequeath, and devise the same in the manner following:

2. Having sometime past, and at the special instance or request of my wife Catharine Scholfield, agreed that she should retain the bonds and notes then in her possession, in lieu of her right of dower in my real and personal estate, which bonds were her property before our intermarriage, amounting to upwards of seven thousand dollars, with interest accruing thereon, excepting some interest which I had collected while the bonds and notes were in my hands; and she, on her part, having agreed to relinquish all her right of dower as aforesaid, which relinquishment will fully appear by reference to a deed of trust which she, myself, and William H. Brown as trustee, executed on the 8th day of 1836, and the same duly recorded on the land records of Alexandria county, to which referrence is here made for greater particularity and certainty; but in addition to the said post-nuptial settlement, I give and devise to my said wife Catharine, a lot of ground situate in the city of Washington, near the Glass House, fronting on Virginia avenue forty feet, and adjoining a lot I sold John Duff, to her and her heirs forever, in full of her right of dower in my estate, real, personal, and mixed.

3. It is my wish and direction, that all my estate to which I may die entitled, be sold by my executors, hereinafter named, in such manner as my brother Mahlon Scholfield, and my particular friend and connexion Benjamin Waters, or either of them, shall deem most adviseable, [excepting therefrom specific legacies herein made] and out of the proceeds of the sale or sales when made, first to pay all my just or lawful debts; then the money legacies, and the rest and residue, to be put out on interest well secured.

4. It is my wish, and I do direct, that John Smith and Thomas Smith be allowed years to pay their bonds to me for four thousand dollars, *provided*, they pay the interest thereon annually as it

shall fall due and become payable, so that no sale of the land which they purchased of me shall take place, until the time here mentioned shall elapse, not wishing them to be distressed, as they have made considerable improvements on the aforesaid land.

5. I devise to Benjamin Waters [in trust for Ann P. Cowman] the two story brick house situate on King street, in the town of Alexandria, and which I now occupy, with the alley as it now is between said house and the one I own on the east and adjoining, during the said Ann P. Cowman's natural life; and after her death to her children in equal portions.

6. I give and bequeath to Benjamin Waters, twelve shares of the capital stock of the Washington and Alexandria road stock, he being a family connexion and a highly respected and kind friend.

7. I give and bequeath to his daughter, Mary Ann Zimmerman, my silver coffee pot, two silver tea pots, and one silver sugar dish and cream jug.

8. To Sarah Talbott, [widow of Elisha Talbott] I give and bequeath one hundred dollars.

9. To Ann Doby, [widow of William Doby] fifty dollars.

10. To John Balderson, in trust for the sole use and benefit of the monthly meeting of "Friends" in Baltimore, in Courtland street, five hundred dollars; which $500 is to be used and applied by said John Balderson, trustee, in support of a school for the education of the children of "Friends" in indigent circumstances. To Eliza Cowen I give fifty dollars for her faithful and good conduct.

11. To Lucretia Edmonson, wife of Eden Edmonson, I give one hundred dollars.

12. To Benjamin Waters, in trust for Grafton Edmonson, one hundred and fifty dollars—that is, the interest thereon.

13. To Olivia Jones, wife of Dr. Jones, a silver service worth fifty dollars.

14. To John Wood's children, by his first wife, each one hundred dollars. Mr. Wood lives in Springfield, Ohio.

15. After payment of my debts, the money legacies above given, and the delivery over by my executors hereinafter named, to the different legatees, as well as the payment of all costs and charges in the relation to the execution of this my last will and testament, it is my wish and desire, and I do hereby give and bequeath and devise accordingly, that the rest and residue of my estate of every description, be sold in the manner already stated, and the nett proceeds thereof be divided into fifteen equal parts or portions, and the same distributed in the manner following, that is to say: to Joseph Scholfield's four children, to wit, Rachael Ann Levering, Joseph, Hannah, and Sarah, each one part. To the five children of my brother Mahlon, namely, Lewis, William, Elizabeth Hopkins, Rachael Hoge, and Ann, each one-fifteenth. To the five children and son-in-law of my brother Issachar Scholfield, deceased, namely, Thomas, Andrew, William, Jonathan, Martha, and Jos. Stan-

ton, [the latter the son-in-law as aforesaid] three parts or three-fifteenths, to be equally divided among them. To George Scott, the son of my sister Ann Scott, the other three parts or three-fifteenths; but it is my will and desire, that they, the said legatees, to wit, [the residuary legatees] all paying the interest arising out of their respective shares, to their respective parents, for and during the natural lives of their respective parents aforesaid; or in other words, my executors hereinafter named, doing so, for, and on their behalf, and at the death of such parents, the payment of the interest to cease, as to such deceased parent or parents, and not before. And lastly, I appoint George Scott, and Jonathan Scholfield [son of my brother Issachar Scholfield, deceased,] my executors of this my last will and testament, with the distinct understanding that they, or the surviving of them, shall upon all occasions in discharging the trust and confidence here reposed in them, be governed and directed therein by the advise and counsel of the said Mahlon Scholfield and Benjamin Waters, or either of them.

ANDREW SCHOLFIELD. [SEAL.]

Subscribed, published and declared by the said Andrew Scholfield, in our presence, as his last will and testament, who requested us to witness the same, this the 5th day of October, in the year of our Lord 1839.

SAMUEL PEACH,
HARRISON BRADLEY,
C. C. BRADLEY.

At a session of the orphans' court for the county of Alexandria, in the District of Columbia, the 12th day of October, 1839, this last will and testament of Andrew Scholfield, dec'd, was presented to the court by George Scott and Jonathan Scholfield, the executors therein named, and proved by the affirmation of Samuel Peach, and the oaths of Harrison Bradley and C. C. Bradley, the subscribing witnesses thereto, that the testator acknowledged the same in their presence to be his last will and testament; that they subscribed their names thereto as witnesses in presence of the testator and at his request, at which time he was of sound and disposing mind, memory and understanding; and the same was ordered to be recorded. And on the 15th day of the same month and year, letters testamentary on the estate of the testator were granted and committed unto George Scott, one of the executors therein named; Jonathan Scholfield the other executor having first renounced his appointment in writing, which was ordered to be recorded.

Test: A. MOORE, *Reg'r Wills.*
A copy—test: A. MOORE, *Reg'r Wills.*

B.

Paper B—Renunciation of C. Scholfield.

George Scott, executor of Andrew Scholfield, deceased.

I hereby notify you that I have renounced all benefit which I

might claim under the will of said Andrew Scholfield, deceased, or any settlement or provision made for me by any conveyance or agreement executed by him in his lifetime; and I claim my dower right in the real estate, and my distributable share in the personal estate, of said Andrew Scholfield, deceased.

Given under my hand, this 30th day of November, 1839.

CATHARINE SCHOLFIELD. [SEAL.]

Teste: THOS WRIGHT,
JACKSON ROBINSON.

Know all men by these presents, that I, Catharine Scholfield, widow and relict of Andrew Scholfield, deceased, do hereby declare that I will not take or accept the provision made for me by the will of said Andrew Scholfield, deceased, which is of record in the orphans' court of the county of Alexandria, in the District of Columbia, and renounce all benefit which I might claim by the same will.

Given under my hand and seal, this 30th day of Nov'r, 1839.

CATHARINE SCHOLFIELD. [SEAL.]

Signed, sealed, and delivered, in presence of—
THOMAS WRIGHT,
JACKSON ROBINSON.

At a session of the orphans' court of Alexandria county, continued and held on Wednesday, the 6th day of May, 1840: Present, Chr. Neale, judge, Alexander Moore, register, a paper writing, said to have been signed and sealed by Catharine Scholfield, widow and relict of Andrew Scholfield, deceased, renouncing all benefit which she might have under the will of the said Andrew Scholfield, deceased, and claiming her right of dower in his real estate, and also her distributary share in his personal estate, is, on motion of Th. Semmes, her counsel, ordered to be recorded.

A copy, teste:

A. MOORE, *Reg. wills.*

Deed—Andrew Scholfield and wife to Wm. H. Brown.

C.

This indenture, made this 8th day of November, in the year of our Lord one thousand eight hundred and thirty-six, between Andrew Scholfield and Catharine his wife, of the town of Alexandria and the District of Columbia, of the first part, and William H. Brown, of the county of Frederick, and State of Virginia, of the second part, witnesseth: That whereas the said Andrew is desirous of settling on the said Catharine (and who is also desirous that it should be done) an amount of property, in lieu of her right of dower in his estate, should the said Catharine survive him the said Andrew, her husband; and to which right of dower, as aforesaid, she the said Catharine, for and in consideration of the premises hereinafter mentioned and mutually agreed upon, doth hereby forever relinquish all right, title, or claim, to both in law and equity, as wife of said Andrew, should such right ever accrue.

Now, therefore, this indenture witnesseth, that the said Andrew Scholfield, for and in consideration of the said relinquishment of dower on the part of Catharine his wife, and for the further consideration of five dollars to him in hand paid by the said William H. Brown, the receipt whereof he the said Andrew doth hereby acknowledge, has this day bargained and sold, and by these presents doth bargain and sell, alien and confirm, unto the said William H. Brown, his heirs and assigns forever, all the estate, real, personal, and mixed, to which the said Catharine Scholfield, formerly Catharine Wilson, was entitled, in law and equity, at any time before her marriage with the said Andrew, except such part of the said estate as said Andrew has received in money; in trust, however, for the following purposes, and none other whatever, that is to say: for the sole use and benefit of the said Catharine, with the right of disposing of the same in such manner as she the said Catharine may or shall think proper. And the said Catharine, for and in consideration of the premises aforesaid, and for the further consideration of five dollars, lawful money of the United States, to her in hand paid by the said William H. Brown, the receipt whereof she doth hereby acknowledge, has this day bargained and sold, and by these presents doth grant, bargain, and sell, and forever relinquish to the aforesaid all right of dower which she, the said Catharine, ever may or shall be entitled to in the estate of her said husband Andrew, should she survive him: In trust, however, for the sole use, benefit, and behoof, of *his* the said Andrew, his heirs, executors, administrators, or assigns, and for no other use or purpose whatever. And the said William H. Brown, for himself and his heirs, covenants with the said Andrew and Catharine, that he and his heirs will faithfully execute, and carry into full effect, the several trusts hereby created.

In witness whereof, the parties to these presents have hereby set their hands, and affixed their seals, the day and year first above written.

N. B. It is hereby understood and agreed, that the said Andrew shall be exonerated and kept harmless, by the said Catharine Scholfield, for all liability for claims of her previous to her marriage with the said Andrew.

ANDREW SCHOLFIELD, [SEAL.]
CATHARINE SCHOLFIELD, [SEAL.]
WM. H. BROWN. [SEAL.]

Signed, sealed, and acknowledged, before—
E. BURCHELL,
THOS. JACOBS,
ENOCH WILSON.

At a United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 11th day of May, 1837, Andrew Scholfield acknowledged this deed to William H.

Brown to be his act and deed; and, with a commission for the privy examination of Catharine Scholfield, wife of said Andrew, and the return thereon, is ordered to be recorded.

Test: EDM. I. LEE, *C. C.*

A true copy, test:

EDM. I. LEE, *C. C.*

DISTRICT OF COLUMBIA, *Alexandria county, sct:*

The United States of America, to Jonathan Shillaber and Charles Scott, gentlemen, justices of the county of Alexandria, greeting:

Whereas Andrew Scholfield and Catharine his wife, by certain indenture of agreement, bearing date the 7th day of November, 1836, have sold and conveyed, unto William H. Brown, the fee simple estate of certain property therein described, in trust, for the sole use and benefit of the said Catharine, and in lieu of her right of dower in the estate of her said husband, should she survive him, with the appurtenances, situate, lying, and being in the county of Alexandria; and whereas the said Catharine cannot conveniently travel to the United States circuit court of the District of Columbia, for the county of Alexandria, to make acknowledgment of said conveyance, therefore we do give unto you, or any two or more of you, power to receive the acknowledgment which the said Catharine shall be willing to make before you, of the conveyance aforesaid contained in the said indenture, which is hereunto annexed; and we do therefore desire you, or any two or more of you, to go to the said Catharine and receive her acknowledgment of the same, and examine her privily and apart from the said Andrew Scholfield, her husband, whether she doth the same freely and voluntarily, without his persuasion or threats, and whether she be willing the said indenture, together with this commission, shall be recorded in our said court; and when you have received her acknowledgment, and examined her as aforesaid, that you distinctly and openly certify us thereof in our said court, under your hands and seals, sending then there the said indenture and this writ.

Witness the honorable William Cranch, chief judge of the said court, this 8th day of November, 1836.

EDM. I. LEE, *C. C.*

A copy, test:

EDM. I. LEE, *C. C.*

DISTRICT OF COLUMBIA, *to wit*:

To the honorable the United States judges of the circuit court of the District of Columbia.

The subscribers, justices of the peace for the county of Alexandria, do respectfully certify, that, under the authority of this commission, we examined Catharine, wife of Andrew Scholfield therein named, privily and apart from her said husband, respecting her execution of the indenture annexed and within described, which we

shewed and explained to her; and on which examination she acknowledged that she had willingly, of her own accord, signed and sealed the same, and consented to its being duly recorded.

Certified under our hands and seals, this 15th day of November, 1836.

JONA. SHILLABER, [SEAL.]
CHARLES SCOTT. [SEAL.]

A copy, test:

EDM. I. LEE, *C. C.*

Demurrer to bill.

And at another day, to wit, at the rules held in the clerk's office of the said court for the month of February, 1841, came the defendants, George Scott and Benjamin Waters, by Edmund I. Lee, esq'r, their solicitor, and filed then the following bill:

CATHARINE SCHOLFIELD, formerly Catharine Wilson, complainant,
vs.
GEORGE SCOTT, executor of Andrew Scholfield, and BENJAMIN WATERS, trustee under the will of the said Andrew Scholfield, defendants.

These defendants, by protestation, not confessing or acknowledging the complainant's bill to be true, in such sort, manner, or form, as the same matters are therein set forth, these defendants do demur thereto; and for cause of demurrer shew that, by the complainant's own shewing in her said bill, the said Andrew Scholfield, the testator, did, by his said will, devise and bequeath legacies of great value to the following persons, as stated in said bill of the complainant, to wit: to Benjamin Waters, as trustee for Ann P. Cowman during her life, and after her death to her children, a house and lot, as described in said will and bill; to Benjamin Waters, in his own right, certain road stock; silver plate to Mary Ann Zimmerman; to Sarah Talbott, $100; to Ann Doby, $50; to Jon. Balderson, $500, in trust; to Lucretia Edmondson, $100; to Benjamin Waters, $150, in trust; to Olivia Jones, silver plate; to each of John Wood's children, $100; the rest and residue of his estate, according to said will, is to be sold and devised as therein stated, and the same to be distributed among the persons in the said will stated, and which will is made a part of the said bill, and neither of the said legatees are made parties to the bill; and therefore, and for other good cause or causes of demurrer in the said bill contained, as to so much of the said bill as is demurred unto as aforesaid, these defendants do demand the judgment of this honorable court, whether they shall be compelled to make further answer thereunto, otherwise than [as] aforesaid; and these defendants pray to be hence dismissed, with their costs in this behalf wrongfully sustained.

EDM. I. LEE,
Solicitor for defendants.

Rule security for costs.

And it appearing to the satisfaction of the court, that the complainant is not an inhabitant of the District of Columbia, on the motion of the defendants, by their solicitor, it is ordered, that this suit be dismissed unless security for the payment of such costs as may be awarded the defendants, and also of the fees which will become due from the complainant to the officers of this court, be given with the clerk within sixty days from this time.

Joinder in demurrer, and set down for argument.

And at the rules held in the clerk's office of the said court, for the month of April, in the same year, came the parties, by their solicitor, and the complainant joins in the demurrer to the bill, and the same is set down for argument at the next term.

Demurrer withdrawn, and leave to amend the bill.

And at a court continued and held for the district and county aforesaid, the 7th day of June, 1841, came the parties, by their solicitors, and the demurrer to the bill is, by consent of parties, withdrawn, and the cause is remanded to the rules, with leave to complainant to file a supplemental and amended bill, as well for the purpose of making new parties, as for introducing new subjects of charge.

And at the rules held in the clerk's office of the said court, for the month of July, 1841, came the defendants, by their solicitor, and a day is thereupon given the complainant, until the next rules, to file her amended bill, and the same day is given the defendants —the cause is continued.

And at the rules held in the clerk's office of the said court, for the month of August, in same year, came the complainant, by her said solicitor, and filed there an amended bill, which is in the words following:

Amended bill.

To the honorable the judges of the United States circuit court for the District of Columbia, sitting in chancery at Alexandria, humbly complaining, shews to your honors, your oratrix, Catharine Scholfield, by way of supplement and amendment to her original bill, heretofore filed in your honorable court, against George Scott, executor of Andrew Scholfield, and Benjamin Waters, devisee in trust, &c., of the said Andrew, that in and by the will of said Andrew, exhibited with said original bill marked A, certain individuals, to wit: "To Benjamin Waters, in his own right, certain road stock; silver plate to Mary Zimmerman; to Sarah Talbott $100; to Ann Doby $50; to John Balderson $500 in trust; to Lucretia Edmonson $100; to Benjamin Waters $150 in trust; to Olivia Jones, silver plate; to each of John Wood's children $100, were named and ap-

pointed as legatees by the said Andrew: and certain other persons, to wit, Rachel Ann Levering, Joseph, Hannah, and Sarah, children of Joseph Scholfield; Lewis, William, Elizabeth Hopkins, Rachel Hoge, and Ann, children of Mahlon Scholfield; Thomas, Andrew, William, Jonathan, and Martha, the children, and James Stanton, the son-in-law of Issachar Scholfield, [and] George Scott, were named and appointed as the residuary legatees in said will; all of whom, pretending to have an interest in the event of the suit, as originally instituted by your oratrix, she prays may be made defendants to this her supplemental bill, as well as to her said original bill. She also prays that Wm. H. Brown, named as trustee in a certain pretended conveyance to the use and in trust for your oratrix, made, or alleged to have been made, by said Andrew, in his life-time, may also be made a party defendant hereto, and to said original bill: with apt words to charge all the said hereinbefore named defendants. And she further prays, that your honors will compel each and all of the said named defendants to respond to the said original bill, on oath, and to this bill, in relation to all the matters alleged and charged in said original bill and in this, and to answer all and several the questions, and interrogatories, and charges in said original bill contained, in the same manner as if the same were herein repeated, and they especially interrogated thereto; and that your honors will make such decree in reference to the said defendants herein named, as is prayed in said original bill against the defendants therein named; and that your honors will make such other and further order and decree in the premises, as to your honors may seem equitable. May it please your honors to grant your oratrix the United States most gracious writ of subpœna, to the said defendant directed, &c.

TH. SEMMES,
Solicitor for complainant.

Answer of Geo. Scott filed, and general replication, &c.

And at another day, to wit, at the rules held in the clerk's office of said court, for the month of October, 1841, came the defendant George Scott, executor of Andrew Scholfield, and filed his answer, to which the complainant replies generally; and general commissions are awarded to take depositions, and the cause is continued—which answer is as follows:

Answer of George Scott.

The separate answer of George Scott, executor of Andrew Scholfield, deceased, to the bills of complainant, exhibited against him, Benjamin Waters, and others, by Catharine Scholfield, in the circuit court of Alexandria: this defendant now, and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, untruths, imperfections, and errors in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him, at this time, to

answer unto, he answereth and saith, that he admits the said Andrew Scholfield died in the month of October, in the year 1839, and that he died seized of real estate of value in the town of Alexandria and city of Washington. The evidences of his title, and the particular description, situation, and boundaries of the same, may be seen in the land records in the clerk's office for the counties of Alexandria and Washington.

This defendant states, that not having been present at the alleged marriage of the complainant with the said Andrew Scholfield, he knows nothing of the same, except from representation and report; he therefore does not admit nor deny the said marriage, but leaves the complainant to prove the same by legal and competent testimony; that as the form of marriage among the society of Friends, to which the said complainant and the said Andrew Scholfield professed to belong, is by a written contract, he therefore requires the production and filing of either the original contract of marriage, or a legally authenticated copy of it. But if the said complainant should establish her marriage with the said Andrew, by legal and credible testimony, and that she is his widow, this defendant is advised, that the conduct of the said complainant, towards the said Andrew Scholfield, has been such, as not only to deprive this court, as a court of chancery, of the jurisdiction to decree to her dower in his estate, *until she has established her right in a court of law*, by her action of dower in that court.

This defendant is advised, if this court in its character of a court of chancery can entertain jurisdiction over the claim of the complainant, yet he contends that the conduct of the complainant towards the said Andrew Scholfield subsequent to the alleged marriage, has been such if not to forfeit at law her right to dower, it ought to prevent a court of chancery affording her any remedy, but leave her to her strict legal right, to be asserted *only* in a court of law.

This defendant has been informed, and he doth verily believe the said information to be true, that she not only without any cause, but against the most earnest wish of the said Andrew Scholfield, abandoned him, left his house, and thus eloped from him, although he does not believe she has been guilty of adultery, yet as she left his house without any just ground of complaint against him as to his conduct in any respect towards her, a court of equity ought not to interfere in her behalf.

This defendant avers that it is well known to all who knew the deportment of the said Andrew Scholfield, towards the complainant as long as she remained with him, and even since, was kind and affectionate, and that he was deeply distressed at her behavior towards him; that it affected his spirits, and as this defendant verily believes, contributed to aggravate, if not to bring on the disease of which he died; that he made various efforts through mutual friends to induce her to return to him, but all was in vain.

She persisted in her perverse and obstinate course towards him as long as he lived, except for a short time, which will be more particularly noticed in a subsequent part of this answer.

This defendant has been informed, that before the alledged marriage, the complainant was entitled to about seven thousand dollars in the bonds of other persons, not due when the said marriage is said to have taken place, but she was entitled to the interest on them, and she was perhaps entitled to some real estate; he believes the bonds were payable to herself; after the said marriage the said Andrew Scholfield received from her these bonds; he kept possession of them and received the interest that became due; as long as he retained the possession of them he gave his own receipt for the interest; as an evidence of this, this defendant hereunto annexes a true copy from the original receipt, given by the said Andrew Scholfield, on the 29th day of Sept'r, 1835, to Daniel Snyder, for interest on seven bonds, up to the date of 5th of July, 1835, the principal of these bonds being $3,839 10; which copy of the said receipt this defendant prays may be received as a part of this answer, and is marked A. The interest on the balance of the said $7,000 was, as this defendant has been informed, and verily believes, paid to the said Andrew Scholfield. This defendant is advised, that the fact of the said Andrew Scholfield's having the bonds lawfully placed in his possession, and of his thereafter receiving the interest thereon, is in law such a reduction of the same into his possession, as to *vest* the same in him as his own absolute property, to be disposed of as he deemed most proper. *This defendant for further answer states,* while these bonds and notes were in the actual possession of the said Andrew Scholfield, and after he had received the interest due on them, the complainant before she left the house of his testator, and while he was from home, having possession of his keys, opened his desk and took the bonds and notes out; has retained possession of them since, and refused to return them to him, although often requested by the said Andrew to do so; and shortly after having thus obtained the said bonds, she left the said Andrew and his dwelling, and returned to him during the fall of the year 1836; after she had thus returned the said Andrew, at her special instance and request, and to please and gratify her, in the full hope that she would be contented to remain with him, agreed to settle on her all her own property, including the said bonds, as is set forth in the deed of trust to Wm. H. Brown, her brother in law; after he had made this arrangement and executed the said deed, she left him and did not return to him, notwithstanding the many and pressing efforts he afterwards made to induce her to come back to him. This defendant for further answer states, that at the time and long before the execution of the said deed to the said Wm. H. Brown as her trustee, she was more than twenty-one years of age; that the said agreement and the arrangement therein stated, *was intended* by both the said Andrew

and the complainant to be *in lieu of any dower* in his real estate, *and distributive share* of his personal estate; to this deed she became a willing party; it is executed by her according to the requisition of law, it has been duly recorded, and by *it* she "*forever relinquished* all right, title, or claim to dower in his, the said Andrew Scholfield's, real estate, or *distributive share thereof in consideration* of the said Andrew settling on her her *own* estate, real and personal;" a copy of which deed is hereto annexed, marked B. This defendant is advised, and he *avers*, that the said settlement or jointure is *in law* a *bar* to any claim on her part for *dower*, in the real *or personal* estate of the said Andrew; and further avers, that the said bonds were accepted and retained by her in full of dower and distributive share of the personal estate of the said Andrew.

This defendant for further answer states, that the said Andrew, notwithstanding the *causeless* abandonment of the complainant of him, and of the provision made by him by the said deed of trust to her brother in law, Wm. H. Brown, did by his last *will and testament* give and devise to her a valuable lot of ground in the city of Washington, in the District of Columbia. The will is dated the 5th October, 1839, and recorded the 12th day of October, of the same year; to the copy of the said will made a part of the complainant's bill, this defendant refers. He does not admit that the complainant has, according to the provisions of the statute, renounced the provision made by the said will. He therefore requires that the complainant prove her renunciation of the provision made by said will by legal and competent testimony.

This defendant is advised that there was and is no ground for the complainant to apply to a court of equity for a *discovery from the defendant*. The complainant possessed and still possesses the same means of ascertaining what real estate the said Andrew died entitled to, as this defendant does. The land records in the clerk's offices, in the District of Columbia examined, will shew plainly, and without any other information, of what real estate he died entitled to; and as to his personal estate, the inventory and appraisement are returned to the orphans' court for the county of Alexandria, and will shew the *full* amount and kind of personal estate; and as to settling the accounts of the executor and making a distribution, that court has full and ample authority to do both. This defendant is advised that the orphans' court, being the court of probate, has ample and plenary power to allot to her whatever distributive share of the personal estate she may be entitled to. This defendant is advised that, under the law organizing the orphans' court for the District of Columbia, the circuit court has not *original* but *only appellate* jurisdiction in cases where the orphans' court has jurisdiction; that there *was* and is no good reason for bringing this case by original suit before this court as a court of equity. This defendant states that the object of the complainant's calling on this court to require him to discover what *real* estate the

said Andrew died entitled to, and to settle his administration account, is nothing but a *pretext* to give this court jurisdiction over a claim which the court of law and the orphans' court have ample jurisdiction of; the object is to draw the case from a court of law to the court of equity, to decide *the whole case*. This court can have no other jurisdiction than to require a discovery of *such facts* as rest in the *exclusive knowledge and possession* of the defendant, to be used as evidence in any suit at law which the complainant may bring to recover her dower and distributive share; if the court should consider it has original jurisdiction over that portion of her claim to the exclusion of the jurisdiction of the orphans' court, beyond a mere claim for discovery to aid in a suit at law, this defendant contends the complainant has no right to call on this court to aid her in her present claim. He does therefore object to the jurisdiction of this court, and insists that the complainant be sent to a court of law to establish her right of dower in the real estate, and to the orphans' court for an allotment of her distributive share of the personal estate. This defendant denies all fraud, &c., and prays to be dismissed with his reasonable costs, &c.

GEORGE SCOTT, *Executor, &c.*

DISTRICT OF COLUMBIA,
County of Alexandria, sct:

The above named George Scott appeared before me, the subscriber, a justice of the peace for said county, and being one of the society of Quakers, made solemn affirmation that the several matters set forth in the preceding answer by him signed are true, according to the best of his knowledge and belief. Given under my hand this 6th day of September, in the year 1841.

CHARLES SCOTT.

And at the rules held in the clerk's office of the said court, for the month of January, 1842, (until which time this cause had been regularly continued,) came the parties by their solicitor, and the defendant, Benjamin Waters, filed his answer, to which the complainant replies generally, and general commissions are awarded to take depositions, and same continued; which answer is as follows:

Answer of Benjamin Waters.

The separate answer of Benjamin Waters to the bill of complaint exhibited against him and others, in the circuit court of the District of Columbia, for the county of Alexandria, by Catharine Scholfield.

This respondent, now and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, errors, imperfections, and untruths in the said bill contained, for answer thereto, or to so much thereof as he is advised

it is material for him to answer unto, he answereth and saith: that he admits that the said Andrew Scholfield, in the bill mentioned, died in the month of October, 1839; and that he died seized of real estate of value in the town of Alexandria, and in the city of Washington. The evidence of his title, and its particular location and description, may be found among the land records in the offices of the clerks of the courts of the counties of Alexandria and Washington, in the District of Columbia. This defendant, as to the marriage of the complainant with the said Andrew Scholfield, states, he believes they were married according to the form prescribed by the government, rules, and discipline of the religious society called Quakers or Friends. But for more certainty he leaves the complainant to prove her marriage, by producing and filing, among the papers in this case, either the original contract of marriage, or a duly certified copy by the proper officer of the same. This defendant is advised that if the complainant should, by competent testimony, establish her marriage with the said Andrew Scholfield, and that she is his widow, that her conduct towards the said Andrew Scholfield, during the last years of his life, was such as will prevent the court, as a *court of equity*, from affording her any aid, until she shall establish her right to dower in the real and distributive share of his personal estate by the proper action in law. This defendant is advised if this court, in its character of a court of chancery, can entertain jurisdiction over the claim of the complainant, that her conduct towards the said Andrew Scholfield, subsequent to their marriage, if it does not amount in law to a forfeiture of her *legal right in his estate*, it ought to prevent this court, in its chancery capacity, from affording her any aid, but leave her to her legal remedy, if any she has, against his estate, real and personal.

This defendant has been credibly *informed*, and he doth verily believe the information he has received to be true, that the complainant was not only unkind in her deportment to him, but without any cause whatever, and against the most earnest entreaties of the said Andrew Scholfield, she left his house; that his conduct towards her had always been kind and affectionate; she had all the necessaries and comforts of life in abundance; she never, to the knowledge of this defendant, complained of his conduct towards her *previous* to her leaving him.

This defendant states, *of his own knowledge*, he was most deeply distressed at her leaving him; and that he made efforts by letters, and through the agency of others, to induce her to return to him; but it was all in vain.

This defendant doth state, he had divers *conversations with the said Andrew* in relation to the conduct of the complainant towards him, and has often heard him express his most anxious desire to get her to return to him; and he does verily believe, that the deportment of the complainant towards him contributed to shorten his

days; that she, notwithstanding his wishes, and the intercessions of friends to induce her to return to him, persisted to absent herself from his board, except for a short time, which is particularly referred to and stated in the answer of the defendant George Scott, and to which he refers as a part of this answer.

This defendant has been informed, and he doth verily believe, that before the marriage the complainant was entitled to about seven thousand dollars in bonds and notes of other persons, some of which were not due when the marriage is said to have taken place. He does not know whether the bonds or notes were payable to herself. After the marriage, the said Andrew received the said bonds or notes, he kept them and received interest on them as it became due, as long as he retained possession of them, for which he gave his own receipt, and applied the money received, as interest, to his own use, as he hath been informed and doth verily believe.

This defendant for further answer states, that the said Andrew Scholfield has stated to him, and he verily believes his statement to be true, that while he had these bonds or notes in his *actual* possession, locked up in his desk, and after he had received the interest as before stated, and while he was from home, the complainant having possession of his keys, opened his desk and took the bonds and notes out, and has retained possession of them ever since, and refused to return them to him, although frequently requested to do so; she, shortly after obtaining possession of the bonds and notes, left his house and remained absent for some time, but returned to him during the fall of 1836. After her return, and during her stay with him, the said Andrew, at her *special interest and request*, in the *full hope* and *belief* that by complying with her request she would remain with him and conduct herself as a dutiful and kind wife, agreed to settle on her, by a deed of trust to Wm. H. Brown, her brother-in-law, all her own property, including the said bonds and notes, as will appear by the said deed of trust. After he had made this arrangement, and executed the said deed, she left him, and did not return to him, notwithstanding his pressing and various requests and efforts to induce her to return.

This defendant further states, that he always understood from the said Andrew Scholfield, that the said deed to Wm. H. Brown was intended by him and her to be in lieu of not only her dower in his *real estate*, but of her distributive share of his personal estate.

To this deed, this defendant hath understood, and doth verily believe, the said Catharine willingly, and of her own accord, became a party; the said deed was executed and acknowledged by her, in the manner and according to the requisitions of the law, and was duly recorded. By this deed, she "forever relinquishes *all right*, title, or claim to dower, in or to the said Andrew Scholfield's *estate*, in consideration of the said Andrew's settling on her her own estate, real, personal, and mixed. A copy of which deed is annexed to the answer of George Scott, the executor, and marked B.

This defendant is advised, that the said deed or settlement is a bar, in law, to any claim on her part for dower in the real, or share in the personal, estate of the said Andrew Scholfield.

This defendant for further answer states, that he is advised that this court, as a court of chancery, has no jurisdiction over the question of her right to dower, or over the question of partition of either the real or personal estate of the said Andrew Scholfield, vested in this defendant as trustee, for the purposes in his will stated. The complainant not being a cestui qui trust, cannot come into this court. That, for whatever legal claim she has upon any portion of the said Andrew Scholfield's estate, she has a plain, adequate, and complete remedy at law. The calling on either the executor, or this defendant, to discover what real estate the said Andrew Scholfield died entitled to, is a pretext to give this court jurisdiction of the case, and to draw the case from the court of law to the court of chancery. This court can have no other jurisdiction than to require a discovery of such facts as may be material for the complainant, and *which may be in the exclusive* knowledge of the defendant, and which the bill ought so to *aver*, in order to use the discovered facts in evidence in a suit at law, for the recovery of her dower. The title of the said Andrew Scholfield to real estate in the District of Columbia, is upon the land records in the offices of the clerks of the courts of the two counties of Alexandria and Washington, where that title may be discovered, and to the personal estate, that may be found in the office of the register of wills for the county of Alexandria.

This defendant does therefore object to the jurisdiction of this court, so far as the allotment of dower in the real estate, and assignment of her portion of the personal estate, is concerned, in as full a manner as if the most formal plea to the jurisdiction of the court was filed.

This defendant denies all fraud, &c., and prays herein to be dismissed with his reasonable costs.

EDM. I. LEE,
CHR. NEALE,
Solicitors for defendants.

DISTRICT OF COLUMBIA, *county of Alexandria, sct:*

The above named Benjamin Waters appeared before me, the subscriber, a justice of the peace for the said county, and made oath that the several matters set forth in the preceeding answer, such as are therein stated to be of his own knowledge, are true, and such as are therein stated to be of the knowledge of others, he believes to be true.

Given under my hand, this day of January, in the year 1842.
CHARLES SCOTT.

Common order of publication against absent defendants.

And at a court continued and held for the district and county

aforesaid, the day of May, 1842, came the complainant, by her solicitor, and the defendants John Balderson, Lucretia Edmondson, Olivia Jones, each of John Wood's children, by his first wife; Rachel Ann Leavering, Hannah Janney, and Joseph and Sarah Scholfield, children of Joseph L. Scholfield; Lewis N. and William Scholfield, Elizabeth Hopkins, Rachel N. Hoge, and Ann Scholfield, children of Mahlon Scholfield; Thomas M., Andrew, William G., and Jonathan Scholfield, and Martha S. Williams, the children of Issachar Scholfield, and James Stanton, son-in-law of said Issacher, and William H. Brown, not having entered their appearance to this suit, and given security according to the statute and the rules of the court, and it appearing to the satisfaction of the court, that they are not inhabitants of the District of Columbia, on the motion of the complainant, it is ordered, that they do appear, on or before the first day of next October term of this court, and answer the complainant's bill and give security for performing the decrees of the court; and that a copy of this order be forthwith published for two months successively in the Alexandria Gazette, and another copy posted at the front door of the court-house of this county.

Cause set for hearing, &c.

And at another day, to wit, at the rules held in the clerk's office of the said court, for the month of September, 1842, came the parties aforesaid by their solicitors, and this cause is set for hearing on the bill, answers, exhibits, and depositions, as to those defendants who have answered the bill; and bill taken for confessed as to those defendants on whom process has been served, and who have not answered, and continued as to the others.

Bill dismissed with costs.

And now here at this day, to wit, at a court continued and held for the District and county aforesaid, the 2d day of May, 1843, came the parties aforesaid by their solicitors, and this cause is now set for hearing and decree, and having been argued by counsel, on consideration thereof, the court doth order and decree that the complainant's bill be dismissed with costs.

Appeal.

From which decree the complainant prays an appeal to the Supreme Court, which is granted, upon her giving bond and security in the penalty of three hundred dollars, to be approved by this court, or one of the judges thereof.

Exhibit referred to in deft. Scott's answer by letter A.

Exhibit referred to in defendant Scott's answer by letter A.

Received September 29th, 1835, of Daniel Snyder, the sum of two hundred and thirty dollars and thirty-three cents, being the in-

terest due on five bonds of $683 36 each, due me 5th July, 1835, and interest on one bond of $205, and one other bond $217 30 cts. to the same date, which is just in full to that date, July 5th, 1835. $230 33 cts. ANDREW SCHOLFIELD.

ALEXANDRIA, D. C., *M'ch* 5, 1841.

I hereby certify that the above is a correct copy of the original receipt given by Andrew Scholfield to Daniel Snyder, for interest as expressed above.

R. ZIMMERMAN.

Complainant's depositions.—Complainant's depositions.

To Mr. George Scott, executor of Andrew Scholfield, to Mr. Benjamin Waters, and to all others parties defendant in the suit now depending in chancery, in the circuit court for Alexandria county, wherein Catharine Scholfield, widow of said Andrew, is complainant, and you George Scott, his executor, and you Benjamin Waters, with others, are defendants.

You will please take notice, that on Saturday, the 8th day of October, 1842, at the office of Barton and Williams, in the town of Winchester, between the hours of 9 o'clock A. M. and 7 o'clock P. M. of that day, I shall proceed to take the depositions of Philip Williams, jr., Wright, Robinson, and others, to be read as evidence in the said suit in chancery, now depending in the said circuit court for Alexandria county, in the District of Columbia, wherein I am complainant, and you, said Scott and Waters, and others, are defendants.

CATHARINE SCHOLFIELD,
By THOMAS SEMMES,
Alexandria, Oct. 1, 1842. *her Solicitor.*

We accept and acknowledge service of the above notice this day, October 1st, 1842, for George Scott, Benjamin Waters, and all the other defendants in the above named suit, and agree for them that the depositions referred to in the above notice may be taken without a commission, and before any single justice of the peace for the town of Winchester, or county of Frederick, in Virginia, who will certify himself to be such, duly commissioned and sworn.

EDM. I. LEE,
CHR. NEALE, *for Defts.*

George Scott, executor of Andrew Scholfield, deceased.

I hereby notify you that I have renounced all benefit which I might claim under the will of said Andrew Scholfield, deceased, or of any settlement or provision made for me by any conveyance or agreement executed by him in his lifetime, and I claim my dower right in the real estate, and my distributive share in the personal estate, of said Andrew Scholfield, deceased.

Given under my hand, this 30th day of November, 1839.

CATHARINE SCHOLFIELD, [L. S.]

Test—THOMAS WRIGHT,
JACKSON ROBINSON.

A copy, attest, A. MOORE, *Reg'r Wills.*
From the original on record in my office.

ALEXANDRIA COUNTY:

Know all men by these presents that I, Catharine Scholfield, widow and relict of Andrew Scholfield, deceased, do hereby declare, that I will not take or accept the provision made for me by the will of said Andrew Scholfield, which is of record in the orphans' court of the county of Alexandria, in the District of Columbia, and renounce all benefit which I might claim by the same will.

Given under my hand and seal, this 30th day of November, 1839.

CATHARINE SCHOLFIELD, [L. S.]

Signed, sealed, and delivered in presence of—
THOMAS WRIGHT,
JACKSON ROBINSON.

A copy, from the original on record in my office.
Attest, A. MOORE,
Register of wills, Alexandria county, D. C.

Depositions taken at the office of Barton and Williams, in the town of Winchester, on Saturday, the 8th day of October, 1842, between nine o'clock A. M. and seven o'clock P. M. of that day, to be read in evidence in behalf of Catharine Scholfield, in a suit in chancery, depending in the circuit court for Alexandria county, in which said Catharine Scholfield, widow of Andrew Scholfield, deceased, is complainant, and George Scott, executor of Andrew Scholfield, deceased, Benjamin Waters, and others, are defendants. Notice enclosed herewith.

Jackson Robinson's deposition.

Jackson Robinson, of lawful age, being a Quaker, and scrupulous of taking an oath, was first duly affirmed, in the presence of Almighty God, deposeth and saith:

Question by plaintiff's counsel. State whether you attested as a witness two papers, executed by Catharine Scholfield, widow of Andrew Scholfield, deceased; if so, about what time, and who else was present.

Answer. Some time late in the fall or winter of 1839, Catharine Scholfield, widow of Andrew Scholfield, deceased, acknowledged two papers in the presence of Thomas Wright and the deponent, who both signed the same as witnesses, William Brown was also present; the deponent does not know the contents of the papers; Catharine Scholfield had signed the papers before, and acknowledged them in our presence.

And further the deponent saith not.

JACKSON ROBINSON.

P. Williams' deposition.

Philip Williams, jr., of lawful age, being first duly sworn, deposes and says:

Question by plaintiff's counsel. State whether you prepared a renunciation of Catharine Scholfield, widow of Andrew Scholfield, deceased, and a notice to the executor of said Scholfield; if so, at what time, what was the purport of said renunication and notice, and what was done with the papers?

Answer. In the fall of 1839, this defendant was consulted by the said Catharine Scholfield about her rights as the widow of her deceased husband, Andrew Scolfield, and about a marriage settlement made between her and her husband, after their marriage. Deponent advised her that it was necessary that she should execute a deed in the presence of two witnesses, declaring that she would not take or accept the provision made for her by the will of her husband, and renouncing all benefit which she might claim by the will.

She agreed to make the renunciation, and I prepared the renunciation, and from abundant caution, I also prepared a notice to George Scott, the executor of A. Scholfield deceased, of the same purport.

I cannot at this day state the contents of the papers precisely. Attested copies of the notice and renunciation are now shewn to me, on which I have written my name to identify them, and which are enclosed with the deposition. I believe that they are copies of the papers prepared by me; I am confident that they are substantially the same with the papers prepared by me. I was not present when the papers were executed, but after they were executed they were sent to me, and I enclosed the papers to Thomas Semmes, esq'r, of Alexandria, by letter dated the 28th March, 1840.

I have had repeated conversations with Mrs. Scholfield on the subject since; and further saith not,

P. WILLIAMS, Jr.

Thomas Wright's deposition.

Thomas Wright being a quaker, and conscientiously scrupulous of taking an oath, of lawful age, was duly affirmed in the presence of Almighty God, deposeth and saith.

Question by plaintiff's counsel. Please answer the same question propounded to Jackson Robinson.

Answer. Some time in the fall or winter of 1839, Jackson Robinson and deponent, attested as witnesses two papers executed by Catherine Scholfield, widow of Andrew Scholfield, dec'd. The papers, I think, were signed by her before, but she acknowledged them in our presence; William Brown was also present, but did not witness the papers; the contents are not known to me; deponent has frequently witnessed papers, and relying upon identifying

his handwriting, does not charge his memory, or enquire as to the contents.

And further saith not,

THOS. WRIGHT.

The annexed depositions of Jackson Robinson, Thomas Wright, and Philip Williams, jr., were taken, subscribed, affirmed and sworn to before me, Charles H. Clark, a justice of the peace in and for the county of Frederick, State of Virginia, duly commissioned and qualified, and acting as such, at the time and place in the caption mentioned.

Given under my hand and seal, October 8th, 1842.

CH. H. CLARK. [SEAL.]

A. Moore's deposition—A. Moore's deposition.

The deposition of Alexander Moore, taken pursuant to agreement of parties at the office of R. Johnston, in the town of Alexandria, on the second day of November, 1842, to be read as evidence in the case of Catherine Scholfield against Andrew Scholfield's executor and others, now pending in chancery at Alexandria, Edmund I. Lee being present on the part of defendants, and Thomas Semmes, on the part of complainant.

Question 1. Do you know the parties to this suit?

I do not know the complainant, but know the defendants George Scott and Benjamin Waters, and perhaps some of the other defendants. I knew Andrew Scholfield when alive, for many years; he died in 1839, after a short illness.

Question 2. Who is register of wills for Alexandria county, and who is judge of the orphans' court?

Answer. I, Alexander Moore, am register of wills, and have been so for thirty-five years; Christopher Neale is judge of the orphans' court, and has been so for fifteen years.

Question 3. Examine the paper marked A, hereto annexed, and say if you have ever seen it before, and what you know about it? State fully.

Answer. I have seen the paper marked A before; it is a copy in the handwriting of my son, who officiates as a clerk in my office of register of wills. It is a correct copy from the records of my office; the original paper of which that marked A is a copy, being the renunciation of Catharine Scholfield of all interest under her husband's will, was produced and presented to the orphans' court, at May term of that court, 1840, by Thomas Semmes, her solicitor, when the order marked B was made by the judge, that the same should be recorded, and the paper A, with the notice of renunciation marked C, was accordingly recorded among the records of my office. The paper marked B, is a true copy from the minutes of the orphans' court, ordering papers A and C to be recorded. Papers A and C, when presented to the orphans' court, had every ap-

pearance of being original papers; office copies were made from it for complainant, who, witness understands, filed the same as an exhibit to her bill in the chancery suit, in which this deposition is to be used.

Question. Where are the original papers marked C and A, being the renunciation of the widow, and the notice of that fact to the executor?

Answer. They were duly recorded, and the original papers remained in my office until about two months since; having remained there since they were ordered to be recorded at May term 1840, of the orphans' court; about two months since, some repairs were necessary in my office, when the papers of the office were put into much confusion and disorder; the original papers of A and C have been lost or mislaid; my office has been searched thoroughly for these papers, but they have not been found. The record books containing the original record made in my office of these papers, are still remaining in my office, as also the original minute of the court ordering said originals to be recorded; this minute [is] in the handwriting of the judge.

Question. Did George Scott or Benjamin Waters ever, to your knowledge, see the original renunciation, of which paper A is a copy?

Answer. George Scott certainly saw the original paper A, for it was shewn to him in my office, said Scott having come there for that purpose; and said Scott did in my office read said original renunciation; I cannot say as to Benjamin Waters. Witness is of the impression that Scott got an office copy of the original renunciation.

Question. Have you compared papers A, B, and C with the original records and minutes in your office?

Answer. I have, and found them exact copies.

Question. Do you know any other matter or thing of evidence important to complainant, or her interest?

Answer. I do not.

The defendants excepts to the competency of the matter contained in the answers of the witness, Alexander Moore.

Questions by defendants.

1st. Are you acquainted with the handwriting of Catharine Scholfield, Thomas Wright, or Jackson Robinson?

Answer. Not acquainted with the handwriting of either of them.

2d. Do you know that the original paper, of which you state exhibit A is a copy, was executed and delivered on the day it bears date by Catharine Scholfield, the widow of Andrew Scholfield, deceased?

Answer. He does not.

3d. Did Catharine Scholfield appear before the court, and acknowledge the paper of which you state the paper marked A is a copy?

And, if she did not, did any person or persons prove before the court the execution and acknowledgment of the said paper?

Answer. No.

A. MOORE.

The foregoing deposition of A. Moore was taken and sworn to before me, by consent of parties, commission and notice being dispensed with, this 2d day of November, 1842.

R. JOHNSTON, *J. peace.*

Deposition of Dr. Fairfax and Washington.

Drs. O. Fairfax and Wm. Washington's deposition.

We hereby certify, that we professionally attended the late Andrew Scholfield, in his last illness, from the 3d or 4th to the 9th of October, 1839; that he had constant fever, and that we considered his disease to be inflammation of the urinary organs. Also, that we were of opinion, that there had been some chronic disease of the urethra, but that the acute, febrile, or inflammatory attack which carried him off, was probably produced by some violent Thompsonian treatment, which he was said to have had immediately before he became our patient.

O. FAIRFAX, *M. D.*
WM. WASHINGTON.

The above statement sworn to before me, a justice of the peace, for the county of Alexandria, this the 17th November, 1842.

JOHN GRUBB.

The above certificate and affidavit of Dr. O. Fairfax and Dr. Wm. Washington are admitted as evidence on the part of the complainant, Catharine Scholfield, in her suit against Andrew Scholfield's executor and others; notice and commission, and all other formalities, being waived by consent of parties.

November 17, 1842.

CHR. NEALE, *for defendant.*
THOMAS SEMMES, *for complainant.*
RICHARD S. COXE, *for legatees.*

To George Scott, executor of Andrew Scholfield, deceased, Benjamin Waters, and others.

You will please take notice, that on Saturday, the 18th day of March, instant, at the office of Philip Williams, jun., in the town of Winchester, and State of Virginia, between sunrise and sunset of the same day, I shall take the depositions of Thomas Wright and Jackson Robinson, to be used as evidence in my behalf in a suit in chancery now depending in the circuit court of the United States, for the county of Alexandria, wherein I am complainant and you are defendants.

March 6, 1843.

CATHARINE SCHOLFIELD.
By TH. SEMMES, *her solicitor.*

We acknowledge service of the above notice, and agree that the said deposition may be taken without a commission, and before any single justice of the peace, for the county of Frederick, who will certify himself to be such.

CHR. NEALE,
FRANCIS L. SMITH, } *for defendants.*

I consent that the deposition may be taken without a commission, reserving all objections to the reading of the same, as if the evidence had been taken by a commissioner ordered by the court without the consent of the defendants.

EDM. I. LEE.

6*th March*, 1843.

We concur,

CHR. NEALE,
FRANCIS L. SMITH, } *for defendants.*

Second deposition of Thomas Wright.

Deposition taken at the office of Philip Williams, jun., in the town of Winchester, and State of Virginia, on Saturday, the 18th day of March, 1843, between sunrise and sunset of the same day, to be read as evidence in behalf of Catharine Scholfield, in a suit in chancery depending in the circuit court of the United States, for the county of Alexandria, wherein she is complainant, and George Scott, executor of Andrew Scholfield, deceased, Benjamin Waters, and others, are defendants; Thomas Wright, of lawful age, being one of the society of Friends, and scrupulous of taking an oath, having first made solemn affirmation in due form of law, deposes and says:

Question by plaintiff's counsel. Look at the two papers now shewn to you, executed by CatharineScholfield, each dated November 30, 1839, one purporting to be a renunciation of any benefit which she might claim under the will of her deceased husband, Andrew Scholfield, deceased; the other a notice to George Scott, executor of A. Scholfield, deceased, of said renunciation, and say whether she acknowledged said papers in your presence, and whether you subscribed the same as a witness.

Answer. Some time in the fall or winter of 1839–'40, Catharine Scholfield acknowledged both the papers shewn to me to be her hand and seal, and requested me to witness the same; and I did witness the same papers, subscribing my name as a witness to each of them in her presence, and the presence of Jackson Robinson, who also witnessed them. I recognize my signature as a witness to both papers. And further deponent saith not.

THOMAS WRIGHT.

Jackson Robinson, of lawful age, being one of the society of Friends, and scrupulous of taking an oath, having first made solemn affirmation, in due form of law, deposes and says:

Question by plaintiff's counsel. Please answer the question propounded above to Thomas Wright?

Answer. Catharine Scholfield acknowledged both of the papers referred to in the question to be her hand and seal in my presence, and in the presence of Thomas Wright; we signed the same as witnesses at her request. I recognize the signatures to the papers of "Jackson Robinson" as my signature. And further saith not,

JACKSON ROBINSON.

The foregoing depositions were taken, affirmed, and subscribed to, before me the subscriber, a justice of the peace in and for the county of Frederick, in the State of Virginia, at the time and place in the caption mentioned. Given under my hand and seal, this 18th day of March, 1843.

J. SENSENSY. [SEAL.]

Catharine Scholfield's renunciation.

Know all men by these presents, that I, Catharine Scholfield, widow and relict of Andrew Scholfield, deceased, do hereby declare that I will not take or accept the provision made for me by the will of said Andrew Scholfield, deceased, which is of record in the orphans' court of the county of Alexandria, in the District of Columbia, and renounce all benefit which I might claim by the same will.

Given under my hand and seal, this 30th day of November, 1839.

CATHARINE SCHOLFIELD. [SEAL.]

Signed, sealed, and delivered, in the presence of—

THOS. WRIGHT,
JACKSON ROBINSON.

George Scott, executor of Andrew Scholfield, deceased.

I hereby notify you, that I have renounced all benefit which I might claim under the will of said Andrew Scholfield, deceased, or of any settlement or provision made for me by any conveyance or agreement executed by him in his lifetime; and I claim my dower right in the real estate, and my distributable share in the personal estate, of said Andrew Scholfield, deceased. Given under my hand this 30th day of November, 1839.

Test: CATHARINE SCHOLFIELD. [SEAL.]

THOS. WRIGHT,
JACKSON ROBINSON.

At a session of the orphans' court of Alexandria county, continued and held on Wednesday, the 6th of May, 1840. Present, Chr. Neale, judge, Alexander Moore, register.

A paper writing, said to have been signed and sealed by Catharine Scholfield, widow and relict of Andrew Scholfield, deceased, renouncing all benefit which she might have under the will of

said Andrew Scholfield, deceased, and claiming her right of dower in his real estate, and also her distributary share in his personal estate, is, on motion of Thomas Semmes, esq'r, her counsel, ordered to be recorded.

A. MOORE.

Marriage certificate.

Whereas Andrew Scholfield, of Alexandria, in the District of Columbia, son of John Scholfield and Rachel, his wife, both deceased, and Catharine Wilson, daughter of Thomas Wilson and Jane, his wife, both deceased, having declared their intentions of marriage with each other before a monthly meeting of the religious society of Friends, held at Baltimore, according to the good order used among them, and having consent of parties concerned, their said proposal of marriage was allowed by the said meeting.

Now these are to certify whom it may concern, that, for the full accomplishment of their said intentions, this seventh day of the eleventh month, in the year of our Lord one thousand eight hundred and thirty-four, they, the said Andrew Scholfield and Catharine Wilson, appeared, in a public meeting of the said people held in Baltimore, at Courtland street meeting house, and the said Andrew Scholfield, taking the said Catharine Wilson by the hand, did, on this solemn occasion, openly declare, that he took her, the said Catharine Wilson, to be his wife—promising, with Divine assistance, to be unto her a loving and faithful husband until death should seperate them. And then, in the same assembly, the said Catharine Wilson did in like manner declare, that she took him, the said Andrew Scholfield, to be her husband—promising, with Divine assistance, to be unto him a loving and faithful wife until death should seperate them.

And moreover, they, the said Andrew Scholfield and Catharine Wilson, (she, according to the custom of marriage, assuming the name of her husband,) did, as a further confirmation thereof, then and there to these presents set their hands.

(Signed) ANDREW SCHOLFIELD,
CATHARINE SCHOLFIELD.

And we, whose names are also hereunto subscribed, being present at the solemnization of the said marriage and subscription, here, as witnesses thereto, set our hands, the day and year above written, viz:

Mary Ann Fowler	Evan J. Morgan
Marianne Fowler	John P. Fowler
Elizabeth Turner	G. T. Hopkins, jr.
Hannah M. Chandler	Sam'l Carey
Eugenie Durkee	Levi Fahnestock
Dorethy Hopkins	Wm. A. Stimpson
Judith W. Williamson	Wilson Procter

Casandra Ann Brevitt	Thomas Hopkins
Matilda Waters	Isaac Brooks
Elizabeth Robertson	Ann Lowry
Rebecca J. Richardson	Elizabeth Reed
May C. Matlack	Anna M. Lowry
Sarah Brooks	Samuel Wilson
Rachel Brooks	John Wilson, aged 87 years
Claressa Fussell	David Wilson, 81 "
Jask Williamson	Enoch Wilson
Harret R. Williamson	John W. Wilson
Hannah Green, by request	Thomas Wilson
Sarah Brooks, do	Julia Anna Wilson
Deborah W. Procter	Matilda Reed
Sarah Procter	John Cornthwait,
Elizabeth Procter	Elizabeth Cornthwait, by request
Hugh Balderston	Evelina Reed
Nicholas Popplein	Mary M. Cornthwait
Joseph King, jr.	Anna Reed
Eunion Williams	Joseph Townsend
Thomas Morgan	William Procter
George Williamson	Anna Procter
Jasper Cope	Ann Waterhouse
Jacob Balderston	Hannah Mitchel.

STATE OF MARYLAND,
City of Baltimore, to wit:

This day Nicholas Huppman personally appeared before the subscriber, a justice of the peace in and for the city aforesaid, in the State of Maryland, and made solemn affirmation in form of law, that he is a member of the society of Friends or Quakers, one of whose tenets forbids the taking of an oath on the Holy Evangely; that he is now and has been, ever since the year 1830, recorder of the Friends' monthly meeting in Courtland street, Baltimore; that it is a part of his duty to record all marriage contracts between members of the said monthly meeting; and that the foregoing and annexed paper, purporting to be a contract of marriage between Andrew Scholfield and Catharine Scholfield, (formerly Wilson,) is a true copy in every particular, including the names of the attesting witnesses from the record book of said monthly meeting; that the original entry of the said contract, in the said record book, was made by this affiant from the original and genuine marriage contract between the said parties, the said original contract, after being recorded as aforesaid, having been given up to said Andrew Scholfield as affiant believes; that, at the time of executing the said marriage contract, and solemnizing their marriage on the said seventh day of the eleventh month, 1834, the said Andrew and the said Catharine were members of the said Courtland street monthly meeting.

Given under my hand, this sixteenth day of December, 1841.
Affirmed before T. HANSON BELT,
Justice of the Peace.

The written certificate of the marriage of Andrew and Catharine Scholfield, copied from the record book of the Friends' monthly meeting in Courtland Street, Baltimore, is admitted as full and legal evidence of the marriage of said Andrew and Catharine at the time and place stated in the certificate.

EDM. I. LEE,
for Defendants.
RICH'D S. COXE,
for part of Defendants.

Defendants' depositions.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to any two justices of the peace for the city of Baltimore, Maryland, gentlemen, greeting:
[L. S.] Know ye, that we, trusting to your fidelity and provident circumspection, in diligently examining, in behalf of George Scott, executor of Andrew Scholfield, deceased, in a suit depending in our circuit court of the District of Columbia, for the county of Alexandria, between Catharine Scholfield, complainant, and Andrew Scholfield's executor, and others, defendants. We therefore desire you, that, at such time and place as you shall appoint, you assemble yourselves together, and the witnesses aforesaid, before you or any two or more of you, that you call, and cause to come, and diligently examine on the Holy Evangelists of Almighty God, touching the matter in controversy between the aforesaid parties; and when you have examined them, and taken their depositions as aforesaid, that you return the same to our said court, certified under your hands and seals, inclosed together with this suit.

Witness William Cranch, esquire, chief judge of our said court, this first day of December, in the year of our Lord 1841.

CASSIUS F. LEE, *C. C.*

Mrs. Catharine Scholfield, widow and relict of Andrew Scholfield, deceased.

Please to take notice that, on Thursday, the 16th day of December next ensuing, between the hours of eight A. M and six P. M. of that day, at the office of John Hannan, esq'r, attorney-at-law, in the city of Baltimore, I shall proceed to take the depositions or affirmations of Hugh Balderston and others, to be read in evidence on the hearing of the cause now depending, on the chancery side of the circuit court of the District of Columbia, and county of Alexandria, in which suit you are complainant, and myself and others are defendants; and should the depositions above named

not be all taken, on the said 16th day of December, then the rest and residue will be taken on the following day, at the same place, and between the above named hours, when and where you are requested to attend, and put cross interrogatories to the witnesses, should you see fit so to do.

GEO. SCOTT,
Executor of Andrew Scholfield, deceased.

Alexandria, D. C., Nov'r 30, 1841.

ALEXANDRIA, *Dec'r 1st*, 1841.

I acknowledge service of the above notice for Catharine Scholfield.

TH. SEMMES,
Complainant's Solicitor.

Any exceptions to the depositions, on account of their not having been taken between the hours named, on the days named, and at the place stated in the foregoing notice, is waived by agreement of parties.

TH. SEMMES,
Solicitor for Complain't.
B. WATERS.

16th Dec'r, 1841.

CATHARINE SCHOLFIELD, complainant,
against
GEORGE SCOTT, executor of Andrew Scholfield, Benjamin Waters, trustee and legatee under the will of the said Andrew Scholfield and others, depending in the circuit court of the District of Columbia, for the county of Alexandria.

The above is the title of the suit and of the court which is to be observed in the caption to the depositions.

The following are the questions to be put to the witnesses on behalf of George Scott, and the other defendants in the above named cause.

1*st.* Are you a member of the religious society called Quakers or Friends?

2*d.* If you are, do you hold or fill any office in that society? If you do, what is the name of the office you fill, or did fill, and what are your duties as such, according to the rules and discipline of the society? State them.

3*d.* Were you acquainted with Andrew Scholfield and Catharine his wife, or either of them?

4*th.* Were they, or either of them, members of the society of Quakers or Friends; and, if so, were they subject to be dealt with, on proper occasions, according to the discipline of the society?

5*th.* Were they, or either of them, arraigned before the proper authority of the society for supposed misconduct in violation of the

rules of, and discipline of, the society, particularly for their conduct as husband and wife, or for any other improper conduct? if so, state what that conduct was, and what was the result of the enquiry.

6th. Was any complaint made to the proper authority of the society, of the misconduct of the said Andrew Scholfield in his character of a husband, and of the said Catharine in her character of a wife? and, if so, state who made the complaint, and the nature of the charges against both or either of them.

7th. What were the steps taken in consequence of the said complaint, and the result of the enquiry which was instituted?

8th. If no decision was made by the said authority of the society before the death of the said Andrew Scholfield, state what that decision would have been had he lived.

9th. Do you know that there existed an unwillingness on the part of Catharine Scholfield to live with the said Andrew Scholfield; if so, were any efforts made by the members of the society to reconcile them? and state, particularly, what was the conduct of Andrew Scholfield and Catharine Scholfield, and which of them was willing, and which unwilling, to submit to the decision or advice of those who undertook to bring about a reconciliation between them. Did Catharine Scholfield refuse to return to, and live with, her husband Andrew Scholfield?

10th. State all you know, or recollect, in relation to the separation between the said Andrew and Catharine, and the efforts made by friends to bring about a reconciliation, and the result of those efforts.

DECEMBER 16*th*, 1841.

The complainant, Catharine Scholfield, excepts to the foregoing interrogatories, and to answers which may be given to them by the witnesses to be examined on the part of the defendant, George Scott, or the other defendants, by her counsel.

TH. SEMMES.

CATHARINE SCHOLFIELD,
vs.
GEORGE SCOTT, executor of Andrew Scholfield, deceased, and others.

In the circuit court of the District of Columbia, for the county of Alexandria.

By virtue of the annexed commission, issued from the circuit court of the District of Columbia, for the county of Alexandria, in the above named cause, [directed] to any two justices of the peace of the city of Baltimore, Maryland, we, Thomas Hanson Belt and Samuel Purviance, two justices of the peace of the State of Maryland, in and for the city of Baltimore, did, in pursuance of the authority vested in us by the said commission, on Thursday, the 16th day of December, 1841, between the hours of 8 o'clock, A. M. and

8 o'clock, P. M., the hour of meeting contained in the original notice having been waived by consent of parties, as will appear by the agreement written, or the notice, and hereto annexed, cause to come before us at the office of John Hannan, in Fayette street, in the city of Baltimore, Hugh Balderston, Joseph King, jr., Hannah Talbott, Parthenia Dukehart, and Elizabeth Robertson, and, in the presence of Thomas Semmes, esqr., the counsel for complainant, and B. Waters, one of the defendants, proceeded to take, in behalf of the defendants, the depositions of Hugh Balderston and Hannah Talbott; but not having time on that day to take the depositions of the other witnesses, the commission was adjourned over to the next day, Friday, the 17th day of December, 1841, to meet at the same place between the hours of 8 o'clock, A. M. and 6 o'clock, P. M. At which place the commission met pursuant to adjournment, when the depositions of Elizabeth Robertson, Parthenia Dukehart, and Joseph King, jr., were taken on behalf of the defendants. Hugh Balderston, a witness of lawful age, produced and affirmed on the part of defendants, answers to the interrogatories propounded to him as follows:

Deposition of Hugh Balderson.

1st interrogation. Are you a member of the religious society called Quakers or Friends?

Answer. Yes.

2d in. If you are, do you hold or fill any office in that society? If you do, what is the name of the office you fill, or did fill, and what are your duties as such, according to the rules and discipline of the society? State them.

Answer. Deponent filled the office of an elder of the society, and the office of an overseer; the duties of an elder are to watch over the ministry, to observe that it is sound, according to the Gospel, and, when occasion requires, to extend advice to those occupying the station of ministers of the society; it is the duty of an overseer to exercise a vigilant and tender care over all the members of the particular monthly meeting of which he or she are members, that when any thing repugnant to the harmony, good order, or reputation of the society shall appear in *that*, it may be timely noticed.

3*d in.* Were you acquainted with Andrew Scholfield and Catharine his wife, or either?

Answer. Deponent was intimately acquainted with Andrew Scholfield, for the last ten or twelve years of his life; was also acquainted with Catharine Scholfield, for several years previous to the death of her husband Andrew Scholfield.

4*th in.* Were they, or either of them, members of the society of Quakers or Friends; and, if so, were they subject to be dealt with according to the discipline of the society?

Answer. They were both members of the society of Friends, and members of the same monthly meeting with the deponent; and, as

such, subject to the discipline of the society, and of course to be dealt with according to the discipline of the society.

5th in. Were they, or either of them, arraigned before the proper authority of the society for supposed misconduct, in violation of the rules of discipline of the society, particularly for their conduct as husband and wife, or for any other improper conduct; if so, state what that conduct was, and what was the result of the enquiry?

Answer. In the exercise of the duties of the deponent as an overseer, in connection with all the other overseers of Courtland street monthly meeting, with the exception of Andrew Scholfield and William Procter, the latter a relative by marriage of Catharine Scholfield, it became our duty to notice the separation which took place between Andrew Scholfield and his wife Catharine; the act of separation being regarded by the overseers as a violation of their marriage contract, and disreputable to them and the society. Soon after we became acquainted of the fact of her having left him, and not disposed to return to her husband, Joseph King, jr., and the deponent, the men overseers, had an interview with Andrew Scholfield, and advised him to go into Virginia, where his wife was, and endeavour to prevail on her to return home with him; he afterwards informed us that he did so, but that she declined compliance. Shortly after this, Catharine Scholfield was in Baltimore, she was waited on by several of our women Friends overseers, and at their (the overseers) request, Joseph King, jr., and the deponent had an interview with her, and prevailed with her to remain in Baltimore a short time, until we could invite her husband here, with a view to a reconciliation, and wrote to Andrew on the subject, on the 5th month, 1838, and at our request he came to Baltimore for that purpose; but unhappily, Catharine Scholfield left here for Virginia on the same day Andrew arrived in Baltimore, and before his arrival; she however had remained two or three days after the letter was written to Andrew to invite him here. The overseers failing to effect any thing on this occasion, did by letter require Andrew Scholfield and Catharine, his wife, to meet them at Baltimore, at the house of Joseph King, jr., on a given day, the precise date not recollected, but deponent believes it was about the middle of the sixth month, 1838; they met at the time and place appointed; there *was* present on this occasion, Hannah Talbott, Hannah Hopkins, Elizabeth Robertson, Parthenia Dukehart and Elizabeth Hopkins, the women Friends overseers of the monthly meeting in Courtland street, and Joseph King, jr., and the deponent, as acting male Friends overseers. After giving to the parties, Andrew Scholfield and his wife, a full hearing, the deponent believes he is safe in saying, that it was the unanimous judgment of the overseers that there was nothing in the case that would for a moment justify their living in a state of separation: they were advised and entreated to become reconciled to each other; and Andrew Scholfield did then and there offer to take his

wife home with him, and expressed the wish that they might forget what was past, and endeavour to make each other happy.

She refused the offer, notwithstanding the entreaty of the overseers to accept of it.

Had not Andrew Scholfield deceased, and no change taken place in the relative position of the parties, she, Catharine Scholfield, must have been disowned from membership of the society of Friends, under a regular exercise of the discipline, for the violation of her marriage covenant, and her refusing to take the advice of her friends.

6*th In.* Was any complaint made to the proper authority of the society, of the misconduct of the said Andrew Scholfield, in his character of a husband, and of the said Catharine in her character of a wife; and if so, state who made the complaint, and the nature of the charges against both or either of them.

Answer. The proper authority in the society for receiving complaints against any of its members for misconduct, is the overseers of each monthly meeting. No complaint was preferred against either of them, as far as deponent knows, except what they preferred against each other. At the interview at Joseph King's, jr., referred to in the former answer, Catharine Scholfield charged her husband with a want of kindness in the domestic relation, that he did not always provide her with suitable help; he did not manifest that tender affection for her during her sickness which was due from a husband to a wife: Andrew Scholfield however denied the charge. She also charged him with having executed, under peculiar circumstances, an instrument of writing, separating her estate from his; these circumstances were understood to be, that she was sick at the time, but Andrew declared his anxiety to have it done, was owing to her threatening to leave him if it was not done.

7*th Inter.* What were the steps taken in consequence of the said complaint, and the result of the enquiry which was instituted?

Answer. The overseers on that occasion regarded the complaint as insufficient to justify her in living in a state of separation from her husband, and advised her to return home with her husband; had Andrew Scholfield lived, it would have become the duty of the woman overseers to report her, Catharine Scholfield's case, to the monthly meeting held at Courtland street, in the city of Baltimore; the death of Andrew Scholfield put an end to the further action of the women overseers in her case.

8*th In.* If no decision was made by the said authority of the society before the death of the said Andrew Scholfield, state what that decision would have been, had he lived?

Answer. This is already answered in the answer to the fifth question.

9*th. In.* Do you know that there existed an unwillingness on the part of Catherine Scholfield to live with the said Andrew Scholfield? If so, were any efforts made by the members of the society

to reconcile them; and state particularly what was the conduct of Andrew Scholfield and Catharine Scholfield; and which of them was willing and which was unwilling, to submit to the decision or advice of those who undertook to bring about a reconciliation between them; did Catharine Scholfield refuse to return to, and live with her husband Andrew Scholfield?

Answer. Andrew Scholfield manifested a willingness on all occasions to submit to the advice of the men Friends overseers, and deponent believes, as far as in his power, complied with it. Catharine Scholfield did refuse, as already stated in the answer to a preceding interrogatory.

10th In. State all you know or recollect in relation to the separation between the said Andrew and Catharine, and the efforts made by friends to bring about a reconciliation, and the result of those efforts.

Answer. This interrogatory is already answered in the preceeding answers to the interrogatories.

HUGH BALDERSTON.

Cross examined by counsel for Catharine Scholfield.

Inter. 1. When, and from what source, did you first learn that there was a separation between Andrew Scholfield and his wife Catharine, as stated in your answer to defendant's 5th interrogatory?

Answer. From Andrew Scholfield himself, who, when he came to Baltimore, informed deponent and Joseph King, jr., that his wife had gone to Virginia on a visit to her relations, and that she had declined to return home; it was on this occasion that we advised him to go to Virginia and endeavor to prevail on her to return home with him—as stated in the answer of one of the interrogatories in chief—this was previous to the 5th month, 1838.

2*d in.* Do you know any thing of the reasons which induced Catharine Scholfield to refuse to return home to said Andrew, after her departure from home on the said visit to her relations, as referred to by you?

Answer. No further than her unwillingness to live with him.

3*d in.* From what source, and how do you know that she refused to live with him, and was unwilling to live with him, previous to your interview with said Andrew, referred to in your answer to the first cross interrogatory, and previous to the 5th month, 1838?

Answer. His knowledge of that is derived from the interviews with the parties at a subsequent period.

4*th in.* In your answer to the 5th interrogatory in chief, you say, that after the overseers of the monthly meeting had advised a reconciliation between Andrew Scholfield and Catharine Scholfield, she refused to return and live with him; at the time she made that refusal, did she accompany the same with any reason for her refusal, or did she state any thing as to her motives for so refusing?

Answer. The reasons she assigned for her refusal are to be found

in the charges that she preferred against him before the overseers of the monthly meeting, as stated in deponent's previous testimony. At the time that she refused to return, she offered no other reasons whilst this deponent was present. On the failure of the efforts of the overseers to produce a reconciliation, and Andrew Scholfield having done all that he could, and all that the men Friends' overseers could require of him, they, in company with Andrew Scholfield, left Catharine Scholfield with the women overseers; whether she assigned any reasons to them, other than those already stated, this deponent does not know.

5th in. Were the charges made by said Catharine, against said Andrew, to said overseers of said monthly meeting, made in writing?

Answer. They were verbal charges, not reduced to writing by her or the overseers, merely stated by her in justification of her conduct.

6th in. Do you know any thing of the treatment of said Andrew to said Catharine, while they lived together as husband and wife, and previous to her visit to her relatives, before spoken of by you?

Answer. That he has no knowledge.

7th in. Were you present at the marriage of said Andrew and said Catharine; when and where did it take place; according to what forms was it solemnized?

Answer. Deponent was present at the marriage of Andrew and Catharine Scholfield; they were married at Courtland street meetinghouse, in the city of Baltimore, according to the order used in the Society of Friends, on or about the 7th day of the 11th month, 1834, and their marriage certificate is recorded among the records of the monthly meeting held in Courtland street, Baltimore, by Nicholas Huppman, recorder. Deponent was witness to the marriage, and as such signed the certificate.

8th in. Where has said Catharine resided since the separation spoken of by you, between her and the said Andrew; and where does she now reside?

Answer. Believes in Virginia, among her relatives. And further deponent saith not.

HUGH BALDERSTON.

The complainant, by her counsel, excepts to the foregoing interrogatories, and to the answers thereto, by the above named witness Hugh Balderston.

Hannah Talbott's deposition.

Hannah Talbott, a witness for the defendant, appeared, and having solemnly and truly affirmed and declared to say the truth, the whole truth, and nothing but the truth, on the controversy now in issue, deposeth and saith, to the first interrogatory made in the interrogations filed with the present proceedings, and marked No. 1, says, that she is a member of the religious society of Friends or Quakers.

To the 2*d in.* The deponent saith she fills the office of overseer; the duties of an overseer being to take cognizance of offenders; to receive application for female membership; and to apply to the monthly meetings for certificates of membership; and to exercise a general care over the members.

To the 3*d in.* Says she was acquainted with Andrew Scholfield many years ago. Was not personally acquainted with Catharine Scholfield until deponent visited her as an offender for separation from her husband.

To the 4*th in.* Says, they were members, and subject to the discipline of the society.

To the 5*th*, answers. They were both arraigned for violation of the rules of discipline of the society, by living in a state of separation. Does not know of any improper conduct except what grew out of the question of separation. The deponent learnt from Catharine Scholfield, that her husband had treated her harshly; that he had refused to go for a physician when she was sick, and had not allowed her the comforts of life. Yet there was nothing said, in the deponent's belief, that would justify her in living separate from her husband; and the necessity of returning to him was urged by deponent and female overseers. This interview was the first that the female overseers had with her alone. Deponent, Hannah Hopkins, Elizabeth Robertson, Parthenia Dukehart, and Elizabeth Hopkins, were present at the interview at Joseph King, jr., and also present Joseph King, jr., and Hugh Balderston. The charges that were made by Catharine Scholfield at the former interview were then stated by the overseers to Andrew Scholfield, his wife being then present, all of which were denied by Andrew Scholfield. The charge in regard to the physician was wholly untrue—that he got up and went for him in the night—that he had made many ineffectual efforts to awake him, and could not—the night was very dark, his light got extinguished, and he had to get the watchman to accompany him home. The physician came the next day. A. Scholfield told him his wife was better, and the physician did not go up to see her. With regard to the other charges, he appealed to those who had known him in former times for their incorrectness. After the men Friends had left us at Joseph King, jr., she, Catharine, remarked, that those that were not for her were against her, and that she would lose her rights of membership before she would return to live with him. At the interview at Joseph King, jr., she further observed, that if she went with her husband, she could have no security that she would have a house the next day. From the observation made, the deponent thought, as also she believes was the impression of the other female overseers, that if her husband would settle on her the house in which she resided, she might have been induced to return with him, tho' she had previously declared she had enough of her own, and would not go back to live with him. We (the female overseers) told her, that her husband had

placed her between himself and the discipline of the society, and it could not then operate against him, but against her. She answered, we must do as we pleased. At this interview at Joseph King, jr., Andrew Scholfield offered to forget and forgive all that was passed, and take her home; to which she positively refused.

To the 6th interrogatory. The deponent states, that the female overseers understanding she, Catharine, was living in a state of separation from her husband, called on Catharine Scholfield to ascertain the facts, and to endeavor to persuade her to be reconciled to her husband; at the first interview she made the charges stated in the answer to the preceding interrogatories.

To the 7th interrogatory. Deponent saith, that she has already answered this interrogatory in the preceding answer to the 5th interrogatory, and also the result of the inquiries as far as deponent knows is therein stated. The deponent adds, that the female overseers had concluded to present Catharine Scholfield as an offender to the monthly meeting, but this was postponed in consequence of a letter received from a friend of Catharine Scholfield, and communicated to the female overseers.

To the 8th interrogatory the deponent states, that had not the death of Andrew Scholfield taken place, she would have been dealt with as an offender, and if not reclaimed, would have been disowned as a member of the society of Friends.

To the 9th interrogatory. The deponent saith, that she heard verbally from Catharine Scholfield, that she would not return to live with her husband; the efforts for this purpose the deponent has already stated in the preceding answers. Andrew Scholfield was willing to receive back his wife, but Catharine decidedly objected to return with him.

To the 10th interrogatory. The deponent knows nothing further on this head than what she has already answered in the preceding answers.

HANNAH TALBOTT.

Cross-examination as per document filed, No. 2.

To 1st interrogatory. Deponent saith, that she has no other recollection of first intimation of this question than common rumors.

To 2d interrogatory. Deponent saith, she knows nothing further of the reasons than already stated.

To the 3d interrogatory. Deponent saith, that she has no further knowledge in this matter than what she has already stated.

To 4th interrogatory. Deponent answers, that she has no other recollection as to particulars of this interrogatory other than as already stated.

To the 5th interrogatory. The charges were altogether verbal, and none made in writing.

To the 6th interrogatory. Deponent answers, that she knows nothing but *that* was stated by Catharine, and before declared.

To the 7th interrogatory. Has recollection of being present at the wedding.

To the 8th interrogatory. The deponent has no knowledge of subsequent residence.

HANNAH TALBOTT.

Deposition of Elizabeth Robertson.

Elizabeth Robertson, a witness, appeared for the defendants, and having solemnly and sincerely affirmed and declared to say the truth, the whole truth, and nothing but the truth, in the controversy at issue between Catharine Scholfield, complainant, vs. George Scott and others, defendants.

To the 1st interrogatory saith, that she is a member of the Friends' society.

To the 2d interrogatory. Deponent says, that she is one of the female overseers, and it is their duty to take cognizance of all offences against the discipline of the society, and receive application for membership, and to apply to the monthly meeting for certificates, and to have a general oversight of all the members.

To the 3d interrogatory. That she has known Andrew Scholfield for many years preceding his death, but she had no personal acquaintance with his wife Catharine until she had visited her, considered as an offender in living in separation from her husband.

To the 4th interrogatory. They were members, and as such subject to the discipline of the society.

To the 5th interrogatory. They were arraigned for violating the rules of the society, living in separation; does not know of any improper conduct, but what proceeded from the living in a state of separation. Catharine told the deponent, that her husband had treated her with harshness; that when she was indisposed at night, he refused to go in search of a physician, and he did not allow her the necessary comforts of life; from all she said the deponent does not think there was any thing that would justify the separation, and the duty of her return was urged by all the female overseers. This was at the first interview that the overseers had with her when alone. It was then the impression of the deponent, that she would return to her husband, if he would settle on her the house in which she resided. Deponent, together with Hannah Hopkins, Parthenia Dukehart, and Elizabeth Hopkins, met at Joseph King, jun., where were Hugh Balderston and Joseph King, jun. The charges that were made by Catharine Scholfield at our first interview, were then stated by the overseers to Andrew Scholfield, his wife being present; all these were denied by Andrew, and that in particular the charge of neglect in going for a physician when she was taken sick in the night, entirely untrue; but, on the contrary, he got up, went to his house, and after many endeavors could not wake him, the night was very dark, and got a watchman to accompany him home, in consequence of the light he had being extinguished; the doctor

placed her between himself and the discipline of the society, and it could not then operate against him, but against her. She answered, we must do as we pleased. At this interview at Joseph King, jr., Andrew Scholfield offered to forget and forgive all that was passed, and take her home; to which she positively refused.

To the 6th interrogatory. The deponent states, that the female overseers understanding she, Catharine, was living in a state of separation from her husband, called on Catharine Scholfield to ascertain the facts, and to endeavor to persuade her to be reconciled to her husband; at the first interview she made the charges stated in the answer to the preceding interrogatories.

To the 7th interrogatory. Deponent saith, that she has already answered this interrogatory in the preceding answer to the 5th interrogatory, and also the result of the inquiries as far as deponent knows is therein stated. The deponent adds, that the female overseers had concluded to present Catharine Scholfield as an offender to the monthly meeting, but this was postponed in consequence of a letter received from a friend of Catharine Scholfield, and communicated to the female overseers.

To the 8th interrogatory the deponent states, that had not the death of Andrew Scholfield taken place, she would have been dealt with as an offender, and if not reclaimed, would have been disowned as a member of the society of Friends.

To the 9th interrogatory. The deponent saith, that she heard verbally from Catharine Scholfield, that she would not return to live with her husband; the efforts for this purpose the deponent has already stated in the preceding answers. Andrew Scholfield was willing to receive back his wife, but Catharine decidedly objected to return with him.

To the 10th interrogatory. The deponent knows nothing further on this head than what she has already answered in the preceding answers.

HANNAH TALBOTT.

Cross-examination as per document filed, No. 2.

To 1st interrogatory. Deponent saith, that she has no other recollection of first intimation of this question than common rumors.

To 2d interrogatory. Deponent saith, she knows nothing further of the reasons than already stated.

To the 3d interrogatory. Deponent saith, that she has no further knowledge in this matter than what she has already stated.

To 4th interrogatory. Deponent answers, that she has no other recollection as to particulars of this interrogatory other than as already stated.

To the 5th interrogatory. The charges were altogether verbal, and none made in writing.

To the 6th interrogatory. Deponent answers, that she knows nothing but *that* was stated by Catharine, and before declared.

To the 7th interrogatory. Has recollection of being present at the wedding.

To the 8th interrogatory. The deponent has no knowledge of subsequent residence.

HANNAH TALBOTT.

Deposition of Elizabeth Robertson.

Elizabeth Robertson, a witness, appeared for the defendants, and having solemnly and sincerely affirmed and declared to say the truth, the whole truth, and nothing but the truth, in the controversy at issue between Catharine Scholfield, complainant, vs. George Scott and others, defendants.

To the 1st interrogatory saith, that she is a member of the Friends' society.

To the 2d interrogatory. Deponent says, that she is one of the female overseers, and it is their duty to take cognizance of all offences against the discipline of the society, and receive application for membership, and to apply to the monthly meeting for certificates, and to have a general oversight of all the members.

To the 3d interrogatory. That she has known Andrew Scholfield for many years preceding his death, but she had no personal acquaintance with his wife Catharine until she had visited her, considered as an offender in living in separation from her husband.

To the 4th interrogatory. They were members, and as such subject to the discipline of the society.

To the 5th interrogatory. They were arraigned for violating the rules of the society, living in separation; does not know of any improper conduct, but what proceeded from the living in a state of separation. Catharine told the deponent, that her husband had treated her with harshness; that when she was indisposed at night, he refused to go in search of a physician, and he did not allow her the necessary comforts of life; from all she said the deponent does not think there was any thing that would justify the separation, and the duty of her return was urged by all the female overseers. This was at the first interview that the overseers had with her when alone. It was then the impression of the deponent, that she would return to her husband, if he would settle on her the house in which she resided. Deponent, together with Hannah Hopkins, Parthenia Dukehart, and Elizabeth Hopkins, met at Joseph King, jun., where were Hugh Balderston and Joseph King, jun. The charges that were made by Catharine Scholfield at our first interview, were then stated by the overseers to Andrew Scholfield, his wife being present; all these were denied by Andrew, and that in particular the charge of neglect in going for a physician when she was taken sick in the night, entirely untrue; but, on the contrary, he got up, went to his house, and after many endeavors could not wake him, the night was very dark, and got a watchman to accompany him home, in consequence of the light he had being extinguished; the doctor

came the day following, and Catharine being better, did not go up to the room to see her; respecting the other charges he referred to all those who had known him for years for their incorrectness. When the men Friends had left us at Joseph King's, jun., Catharine remarked that those that were not for her were against her, and she would lose her right of membership before she would return to her husband. At meeting of Joseph King's she further observed, that if she returned to her husband, she had no security that she would have a home the next day; from this remark the deponent thought, and she believes it was also the opinion of the other female overseers, that provided her husband would settle on her the house in which she lived, she might then be induced to return to him, tho' she had said before, that she had enough of her own property, and would not return to live with him. The female overseers informed her that her husband had placed her between himself and the discipline of the society, and it could not operate against him, but it would against her; she replied, that we must do as we pleased. At our meeting at Joseph King, jun., Andrew seemed to forget and to forgive all that was past, and willing to take her home, but she positively refused.

To the 6th in. The female overseers learning that Catharine was living in separation from her husband, they called on her to ascertain the fact, and with a view to persuade her to be reconciled to her husband; it was at the first interview with her that she made the charges as stated in foregoing interrogations and answers.

To the 7th in. Deponent conceives that she has answered this interrogatory in the answer to the 5th interrogatory, and the issue of the inquiry, as well as deponent recollects, is there related. The female overseers had decided to present Catherine Scholfield as an offender to the monthly meeting in Courtland street, but was deferred in consequence of a letter received from a female friend of Catherine's, which was communicated to the female overseers.

To the 8th in. The deponent thinks that had not the death of Andrew Scholfield prevented, she would, doubtless, have been dealt with as an offender, and if not reclaimed, she would have been disowned as a member of the society of Friends.

To the 9th in. It was from Catharine Scholfield herself that deponent heard that she would not return to live with her husband; the endeavors that were made without effect, to bring about a reconciliation between Catharine and her husband, have been detailed in the preceding answers of the deponent. Andrew Scholfield was perfectly willing to take back his wife, but Catharine altogether objected to the proposal to return and live with him.

To the 10th in. The deponent has nothing further to relate on this point, than what has been previously stated in the foregoing answers.

ELIZABETH ROBERTSON.

Cross interrogatories, as per document filed, No. 2.

To 1st interrogatory. That she only from common rumors knew at first of the differences between A. Scholfield and his wife.

To the 2d in. The deponent has no knowledge further of the reasons, then what she has already stated.

To the 3d in. Deponent says that she has no further knowledge in this matter, than what she has already declared.

To the 4th in. Deponent says that she has no further knowledge or recollection as to what regards the matter of this interrogatory, than she has before stated.

To the 5th in. The charges were all verbal, and none made in writing.

To the 6th in. Deponent knows nothing more than what was mentioned by Catharine, and before stated.

To the 7th in. Deponent says she was at the wedding.

To the 8th in. The deponent knows nothing of Catherine's subsequent residence.

ELIZABETH ROBERTSON.

Parthenia Dukehart's deposition.

Parthenia Dukehart, a witness for the defendants, appeared, and having solemnly and truly affirmed to say the truth, the whole truth, and nothing but the truth, in the controversy at issue, between Catherine Scholfield, complainant, and George Scott and others, defendants, deposeth and saith to the first interrogatory, that she is one of the members of the religious society of Friends.

To the 2d in. That she is an overseer—the duties of which are to take cognizance of offenders against the rules of the society, and to receive application for membership, and to apply to the monthly meeting for certificates of the same, and to have a general care over the members.

To the 3d in. Says she was acquainted with Andrew Scholfield for many years, but did not know his wife Catharine Scholfield until she called on her as an offender for seperation from her husband.

To the 4th in. Says they were members, and of course subject to the rules and discipline of the society.

To the 5th in. The deponent says that both Andrew Scholfield and his wife were arraigned for violating the rules of the society by living seperate from each other; does not know of any improper conduct of either, except what proceeded from the present difference. Catharine Scholfield informed deponent that her husband had treated her with harshness; that one night she was taken ill, he refused to go for a physician, and he did not allow her the comforts of life; the deponent does not think that there was any thing said that could justify her in living in seperation from her husband, and all the female overseers and herself urged her

came the day following, and Catharine being better, did not go up to the room to see her; respecting the other charges he referred to all those who had known him for years for their incorrectness. When the men Friends had left us at Joseph King's, jun., Catharine remarked that those that were not for her were against her, and she would lose her right of membership before she would return to her husband. At meeting of Joseph King's she further observed, that if she returned to her husband, she had no security that she would have a home the next day; from this remark the deponent thought, and she believes it was also the opinion of the other female overseers, that provided her husband would settle on her the house in which she lived, she might then be induced to return to him, tho' she had said before, that she had enough of her own property, and would not return to live with him. The female overseers informed her that her husband had placed her between himself and the discipline of the society, and it could not operate against him, but it would against her; she replied, that we must do as we pleased. At our meeting at Joseph King, jun., Andrew seemed to forget and to forgive all that was past, and willing to take her home, but she positively refused.

To the 6th in. The female overseers learning that Catharine was living in separation from her husband, they called on her to ascertain the fact, and with a view to persuade her to be reconciled to her husband; it was at the first interview with her that she made the charges as stated in foregoing interrogations and answers.

To the 7th in. Deponent conceives that she has answered this interrogatory in the answer to the 5th interrogatory, and the issue of the inquiry, as well as deponent recollects, is there related. The female overseers had decided to present Catherine Scholfield as an offender to the monthly meeting in Courtland street, but was deferred in consequence of a letter received from a female friend of Catherine's, which was communicated to the female overseers.

To the 8th in. The deponent thinks that had not the death of Andrew Scholfield prevented, she would, doubtless, have been dealt with as an offender, and if not reclaimed, she would have been disowned as a member of the society of Friends.

To the 9th in. It was from Catharine Scholfield herself that deponent heard that she would not return to live with her husband; the endeavors that were made without effect, to bring about a reconciliation between Catharine and her husband, have been detailed in the preceding answers of the deponent. Andrew Scholfield was perfectly willing to take back his wife, but Catharine altogether objected to the proposal to return and live with him.

To the 10th in. The deponent has nothing further to relate on this point, than what has been previously stated in the foregoing answers.

ELIZABETH ROBERTSON.

Cross interrogatories, as per document filed, No. 2.

To 1st interrogatory. That she only from common rumors knew at first of the differences between A. Scholfield and his wife.

To the 2d in. The deponent has no knowledge further of the reasons, then what she has already stated.

To the 3d in. Deponent says that she has no further knowledge in this matter, than what she has already declared.

To the 4th in. Deponent says that she has no further knowledge or recollection as to what regards the matter of this interrogatory, than she has before stated.

To the 5th in. The charges were all verbal, and none made in writing.

To the 6th in. Deponent knows nothing more than what was mentioned by Catharine, and before stated.

To the 7th in. Deponent says she was at the wedding.

To the 8th in. The deponent knows nothing of Catherine's subsequent residence.

ELIZABETH ROBERTSON.

Parthenia Dukehart's deposition.

Parthenia Dukehart, a witness for the defendants, appeared, and having solemnly and truly affirmed to say the truth, the whole truth, and nothing but the truth, in the controversy at issue, between Catherine Scholfield, complainant, and George Scott and others, defendants, deposeth and saith to the first interrogatory, that she is one of the members of the religious society of Friends.

To the 2d in. That she is an overseer—the duties of which are to take cognizance of offenders against the rules of the society, and to receive application for membership, and to apply to the monthly meeting for certificates of the same, and to have a general care over the members.

To the 3d in. Says she was acquainted with Andrew Scholfield for many years, but did not know his wife Catharine Scholfield until she called on her as an offender for seperation from her husband.

To the 4th in. Says they were members, and of course subject to the rules and discipline of the society.

To the 5th in. The deponent says that both Andrew Scholfield and his wife were arraigned for violating the rules of the society by living seperate from each other; does not know of any improper conduct of either, except what proceeded from the present difference. Catharine Scholfield informed deponent that her husband had treated her with harshness; that one night she was taken ill, he refused to go for a physician, and he did not allow her the comforts of life; the deponent does not think that there was any thing said that could justify her in living in seperation from her husband, and all the female overseers and herself urged her

to return to him. This, she believes, was the first interview the female overseers had with her alone, and the deponent (as also she thinks all the female overseers) thought, from her observation, that she would return to live with her husband, provided he would settle on her the house in which she resided. The deponent, together with Hannah Talbott, Hannah Hopkins, Elizabeth Robertson, and Elizabeth Hopkins were together at the meeting at Joseph King, jr., so were Joseph King, jr., and Hugh Balderston. The charges that Catharine Scholfield made at the first interview with the female overseers were then related by the overseers to Andrew Scholfield in the presence of his wife; all of which were denied by him; that the charge about his conduct as to the physician was entirely untrue; that he did get up in the night, and went for him; it was extremely dark, and his light got extinguished, and had made every effort to awake the physician, but could not; the physician called the next day, and as Andrew told him she was better, he did not go up to see her. As to the other charges, he appealed to all that knew him for many years as to their incorrectness. After the men Friends had left us at J. King's, Catharine observed that those that were not for her were against her, and that before she would consent to live with her husband she would lose her right of membership; she also observed then that if she went with her husband, she could have no security that she would have a home the next day. The deponent then thought, and she believes a similar impression was made on the other female overseers, that if her husband would settle on her the house in which she resided, that she would be induced to return to him. The female overseers stated to her that she had placed herself between her husband and the discipline of the society, and it would not now operate against him, but only against her; her reply was, that we must do as we pleased. Andrew Scholfield, at the interview, offered to forget and forgive all that was past, and take her home again, but this she refused.

To the 6th in. The female overseers hearing that Catharine Scholfield was living separate from her husband, called on her to know the facts, and to persuade her to be reconciled to her husband; it was at the first interview she made the charges stated in the answers to the preceding interrogatories.

To the 7th in. Deponent thinks she has answered this by preceding answers in the 5th. The deponent says that the female overseers had decided to present Catharine Scholfield as an offender to the monthly meeting; but this measure was prevented by the receipt of a letter from a friend of Catharine Scholfield, which was communicated to the female overseers.

To the 8th in. Deponent says that, had not the death of Andrew Scholfield intervened, Catharine would have been treated as an offender, and then, if not reclaimed, she would have been disowned as a member of the Friends' society.

To the 9th in. That Catharine said, in deponent's presence, that

she would not return to live with her husband. All the endeavors that were made to ensure this result, deponent has already stated in her preceding answers. Andrew was willing to take Catharine back, but she perseveringly objected to return to him.

To the 10*th in.* The deponent can add nothing further than what she has said in her former answers.

PARTHENIA DUKEHART.

Cross interrogatories, as per document filed, No. 2.

To the 1*st in.* Deponent saith that all her recollection of the first intimation on this point was common rumor.

To the 2*d in.* Knows nothing further of the reasons, than she has already stated.

To the 3*d in.* Deponent says she has no other knowledge of the matter than what has been detailed.

To the 4*th in.* The deponent cannot recollect any other particular than what she has already stated.

To the 5*th in.* The charges were verbal, and not in writing.

To the 6*th in.* She knows nothing further than what was stated by Catharine, and already mentioned.

To the 7*th in.* Deponent saith she was not at the wedding.

PARTHENIA DUKEHART.

Adjourned at 8, P. M., to meet on the 17th December, at 10 o'clock, A. M., at the office of John Hannon, esqr.

Jos. King, jr.—deposition.

DECEMBER 17*th*, 1841.

The commission met pursuant to adjournment, between the hours and at the place mentioned in the annexed notice, when Joseph King, jr., a witness of lawful age, produced on the part of the defendants, (who being conscientiously scrupulous about taking an oath,) solemnly, sincerely, and truly declared and affirmed before us, to make true answers to the interrogatories and cross interrogatories propounded to him, and hereto annexed.

To the 1st interrogatory. He answers that he is a member of the religious society of Friends.

To the 2*d interrogatory.* He answers that he fills the office of overseer in the society; and that his duty, as such, is to exercise a superintending care, &c., over the members in the ministration of the discipline by which the society is governed.

To the 3*d in.* He answers that he was acquainted with Andrew Scholfield and Catharine his wife.

To the 4*th in.* He answers that Andrew Scholfield and Catharine Scholfield were both members of the society of Friends, and that, as such, they were subject to be dealt with, for improper conduct, according to the discipline of said society.

To the 5*th in.* He answers that Andrew Scholfield and Catharine

Scholfield were both required to meet, and that they did meet, with the overseers, which is the proper authority of the society for supposed misconduct, to answer for their conduct in living in a state of separation, and thereby violating the marriage covenant; and that a general meeting of the men and women overseers took place at the house of this deponent, with the exception of William Proctor, who was not invited to meet on account of the family connection with Catharine Scholfield; that the precise time of this meeting is not recollected, but deponent believes it to have been about the middle of 6th month, 1838, or perhaps later in the season; and that the acting overseers present on the part of the men Friends, were Hugh Balderston and deponent, and that those on the part of the women Friends were Hannah Hopkins, Elizabeth Robertson, Hannah Talbott, Parthenia Dukehart, and Elizabeth Hopkins; that a full opportunity was given to Andrew Scholfield and Catharine Scholfield, to state their cases in the presence of each other, which they did; that Catharine charged Andrew, her husband, with unkindness in various ways, and expressed a good deal of dissatisfaction with regard to money matters, in reference to the property possessed by each, and the use of it, but deponent's recollection will not serve him to state the particulars. Andrew complained of Catharine's leaving him, and of her dissatisfied state of mind, and appeared to be much concerned on account of the dilemma in which he was placed on these accounts; so much so, that at one time he shed tears upon the occasion. Considerable efforts at this time, as well as previously, were made by the overseers to bring about a reconciliation, which unhappily proved unavailing. Deponent states that he urged the propriety and absolute necessity of their becoming reconciled to each other and living together, and that Catharine was strenuously opposed to this; and she once stated, in reply to such a proposition, that she did not consider her life safe with him. Deponent asked her why she entertained such an opinion? She answered, that if she was taken sick, and required medical aid, that Andrew would refuse to procure it, or words to that effect, and that he had already done so. This, and other accusations, Andrew refuted, with explanations, and related the particulars of an effort he made, and which he considered was done at the hazard of his life, to procure a doctor in a very dark night, but failed in the attempt. During this interview, Andrew manifested a disposition to yield to the advice of the overseers, and offered to forget and forgive all that was past, and to take his wife home with him, in order that they might endeavor to live harmoniously together; but she perseveringly repelled all his overtures.

To the 6th in. He answers, that the first official information which the men overseers received, the deponent believes, was from Andrew Scholfield, who communicated to Hugh Balderston and deponent the fact of the separation which had taken place, and then existed between him and his wife; deponent did hear this from common rumor previously.

To the 7th in. He answers, that the steps taken in relation to the case have been stated in answer to the fifth interrogatory, as also the result of the enquiry which was instituted.

To the 8th in. He answers, that he feels confident, that had Andrew Scholfield lived, and in case Catharine Scholfield, his wife, had persisted in her opposition to being again united to her husband, contrary to the advice and judgment of the overseers having this matter in charge, (and who could see no just cause for their separation,) she would have been disowned as a member of the society of Friends. Andrew Scholfield having acquiesced, by a willingness on his part to follow the advice of the overseers, in the spirit of reconciliation and forgiveness, they considered him acquitted from resting under the imputation of being any longer accessory to the charge of guilt in the matter; he having, in the opinion of the overseers, made every concession that could reasonably have been required of him.

To the 9th in. Deponent answers that he did know, by the express declaration of Catharine Scholfield herself, that she was unwilling to live with the said Andrew Scholfield, and that she refused to return home with him in the presence of this deponent; and that efforts were made to reconcile the parties, as stated in the answer to the fifth interrogatory, as well as respecting the conduct of each in relation thereto.

To the 10th in. He answers that he has stated, in substance, all that he knows in reference to this subject, so far as his memory will serve him.

JOSEPH KING, Jr.

Deponent being cross examined, answers:

To the 1st cross interrogatory. That he knows nothing, except from common rumor. Deponent believes that he received the information from Andrew Scholfield, in an interview with him in the presence of Hugh Balderston.

To the 2d cross in. He answers that he knows of none, excepting those stated in his answers in chief.

To the 3d cross in. He answers that he received information of that fact from her express declaration.

To the 4th cross in. He answers, that Catharine Scholfield stated nothing more than he has already mentioned, according to the best of his knowledge and belief.

To the 5th cross in. Deponent states that there were no charges made in writing, but that they were all verbal.

To the 6th cross in. He answers that he staid at the house of Andrew Scholfield, in the town of Alexandria, D. C., a part of two days; and that, whilst he was there, the said Andrew Scholfield and his wife appeared to live very happily and comfortably together.

To the 7th cross in. Deponent states that he was present at the

marriage, and that it took place at Friends' meeting house, at the corner of Saratoga and Courtland streets, in the city of Baltimore, on the 11th month, 1834, and that he signed the certificate of marriage as a witness, according to the usual forms of the society of Friends.

To the 8th cross in. Deponent states that he has no knowledge.

JOSEPH KING, Jr.

No. 2.

Cross interrogatories by the counsel of the complainant.

Interrogation 1st. When, and from what source, did you first learn that there was a separation between Andrew Scholfield and his wife Catharine, as stated in your answer to defendant's 5th interrogatory?

In. 2d. Do you know any thing of the reasons which induced Catharine Scholfield to refuse to return home to said Andrew, after her departure from home in the said visit to her relatives, referred to by you?

In. 3d. From what source, or how do you know, she refused to live with him previous to your interview with the said Andrew, referred to in your answer to the first cross interrogatory, and previous to the 5th month, 1838?

Interrogation 4th. In your answer to the 5th interrogatory in which you say that, after the overseers of the monthly meeting had advised a reconciliation between said Andrew and Catharine, she refused to return and live with him, at the time she made that refusal, did she accompany the same with any reasons for her refusal, or did she state any thing as to her motives for so refusing?

In. 5. Were the charges, made by said Catharine against said Andrew to said overseers of said monthly meeting, made in writing?

In. 6. Do you know any thing of the treatment of said Andrew to said Catharine, while they lived together as husband and wife, and previous to the visit to her relatives before spoken of by you? If yea, state what it was.

In. 7. Were you present at the marriage of said Andrew and said Catherine; when and where did it take place; according to what forms was it solemnized?

In. 8. Where has said Catharine resided since the separation spoken of by you, between her and the said Andrew; and where does she now reside?

The complainant, by her counsel, excepts to the foregoing interrogations and answers thereto, of Hannah Talbott, Elizabeth Robertson, Parthenia Dukehart and Joseph King, jr., witnesses *a* part of the defendants.

STATE OF MARYLAND, *Baltimore city, sct.*

We, Thomas Hanson Belt and Samuel Purviance, as justices of

the peace of the State of Maryland, in and for the city of Baltimore, do certify ourselves as such, and do also certify the foregoing depositions of Hugh Balderston, Hannah Talbott, Parthenia Dukehart, Elizabeth Robertson and Joseph King, jr., were taken before us, at the time and place mentioned in the caption hereof, and pursuant to a notice, a copy of the notice now returned, and by virtue of the commission mentioned in the caption.

Witness our hands and seals, this 17th December, 1841.

T. HANSON BELT, [SEAL.]
SAM'L PURVIANCE. [SEAL.]

Costs and charges of executing the commission; ds. 20 25, paid by defendants.

T. H. BELT,
S. PURVIANCE.

STATE OF MARYLAND, *Baltimore county, sct.*

I hereby certify, that Thomas Hanson Belt and Samuel Purviance, gentlemen, before whom the foregoing depositions were made, and who have to the certificate thereof signed their names, and affixed their seals, were at the time of so doing justices of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the seal of Baltimore county court, this 8th day of January, 1842.

THOS. KELL, *Cl'k.*

Daniel Snyder's deposition—Deposition of Daniel Snyder.

DISTRICT OF COLUMBIA, to wit:

The United States of America to any two justices of the peace for Jefferson county, State of Virginia, greeting:

Gentlemen: Know ye, that we, trusting to your fidelity and provident circumspection, in diligently examining Daniel Snyder, in behalf of George Scott, executor of Andrew Scholfield, and others, in a suit depending in our circuit court of the District of Columbia, for the county of Alexandria, between Catharine Scholfield vs. George Scott and others, we therefore desire you that, at such time and place as you shall appoint, you assemble yourselves together, and the witness aforesaid before you that you call and cause to come, and diligently examine, on the holy evangelists of Almighty God, touching the matter in controversy between the aforesaid parties; and when you have examined him, and taken his deposition as aforesaid, that you return the same to our said court, certified under your hands and seals, inclosed together with this writ.

Witness William Cranch, esquire, chief judge of our said court, this 19th day of February, in the year of our Lord 1842.

CASSIUS F. LEE, *C. C.*

ALEXANDRIA, 22*d February*, 1842.

To Mrs. Catharine Scholfield:

You will take notice that I shall, at the office of William G. Cazenove, esq., in the town of Charlestown, county of Jefferson, in the State of Virginia, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon, of the third Monday in March next, being the 21st day of that month, take the deposition of Daniel Snyder, to be read in evidence in the suit you have depending on the chancery side of the circuit court of the District of Columbia, for the county of Alexandria, against myself, executor of Andrew Scholfield, Benjamin Waters, and others.

GEORGE SCOTT,
Executor of Andrew Scholfield, for himself and the other defendants.
By EDMUND I. LEE,
their solicitor.

Service acknowledged by me as the plaintiff's solicitor.
TH. SEMMES.

The deposition of Daniel Snyder, taken at the time and place mentioned in the annexed notice, in the suit depending in the circuit court of the District of Columbia, for the county of Alexandria, in which Catharine Scholfield is complainant, and George Scott, executor of Andrew Scholfield, and others, are defendants, before Robert Worthington and John C. R. Taylor, justices of the peace for the county of Jefferson, in the State of Virginia.

We, Robert Worthington and John C. R. Taylor, do certify, that we are justices of the peace as aforesaid for the county of Jefferson, in the State of Virginia; and we further certify, that pursuant to the commission hereunto annexed, empowering us to examine Daniel Snyder, a witness on behalf of George Scott, executor of Andrew Scholfield, and others, in a suit depending in the circuit court of the District of Columbia, for the county of Alexandria, between Catharine Scholfield, plaintiff, and George Scott, executor of Andrew Scholfield, and others, defendants, we assembled ourselves on the day, at the place, and between the hours mentioned in the notice hereunto annexed, that is to say, on the 21st day of March, at the office of William G. Cazenove, esqr., in the town of Charlestown, county of Jefferson, and State of Virginia, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon; and the witness aforesaid then and there came before us, and we then and there proceeded diligently to examine him on the holy evangelists of Almighty God, in the presence of attorney for plaintiff, and attorney for defendants. The said Daniel Snyder having been first duly sworn, deposeth and says as follows, that is to say: In answer to interrogatory 1st, by defendants, did you give your bonds to Catharine Scholfield, the complainant, before

marriage with the said Andrew Scholfield; if you did, state the amount, the date, and when payable.

Answer. I gave six or seven bonds to Mrs. Scholfield, and others, before her marriage with Andrew Scholfield, in consideration of the purchase by me of the Ford Mill property from Wilson's heirs. I think the amount was between seven and eight thousand dollars which went into Mrs. Scholfield's hands; of which sum I have paid all except something more than three thousand dollars, and all the interest up to July, 1841. I do not recollect the date of the bonds, and when payable; but they have been due for some time.

Interrogatory 2d by defendants. Did you or did you not pay interest on the amount of said bonds to Andrew Scholfield? If you did, state the amount you paid, and when you paid it.

Answer. I have a receipt from him for interest paid, Mrs. Scholfield was present at the time of payment, and he alone receipted for the money.

Continued until to-morrow, in order that Mr. Snyder, by reference to his papers, may continue his answer to the above question.

March 22d, 1842, Daniel Snyder appeared before us, and exhibited a receipt, of which the following is a true copy:

"Received, September 29, 1835, of Daniel Snyder the sum of two hundred and thirty dollars and thirty-three cents, being the interest due on five bonds of $683 36 each, due me 5th July, 1835, and interest on one bond of $205, and one other bond $217 30 cts. to the same date, which is just in full to that date. July 5th, 1838.
$230 33 cts. ANDREW SCHOLFIELD."

Interrogatory 3d, by defendants. Did or did you not in 1836 receive notice in writing from Andrew Scholfield not to pay interest or principal to any one but himself?

Answer. I received such a notice, but cannot say the time exactly, but am inclined to believe that it was in the year 1836.

Interrogatory by complainant's counsel.

Did or did you not ever pay the principal or any part of it due by the bonds in question, to Andrew Scholfield, or by his order?

Answer. The amount paid on the receipt is all the money I ever paid him.

Witness further saith not.

DANIEL SNYDER.

Taken, sworn and subscribed to by Daniel Snyder, in pursuance of the commission and notice mentioned in the caption of the deposition. Given under our hands and seals, this 23d day of March, 1842.

R. WORTHINGTON, [SEAL.]
J. C. R. TAYLOR, [SEAL.]

I, Thomas A. Moore, clerk of the county court of Jefferson county, in the State of Virginia, do hereby certify, that Robert Worthington and John C. R. Taylor, esq'rs, before whom the above deposition of Daniel Snyder was taken, and to which their names are subscribed, were, at the date of the said deposition, to wit, on the 21st day of March, 1842, and the 22d day of March, 1842, justices of the peace of the said county, as they purport to be.

Given under my hand and the seal of the said court, this twenty-sixth day of March, 1842.

T. A. MOORE, *Clerk.*

VIRGINIA, *Jefferson county, sct.*

I, John Packett, presiding justice of the county court of Jefferson county aforesaid, in the State of Virginia, hereby certify, that Thos. A. Moore, who has given the within certificate, under the seal of the said court, is, and was at the time of so doing, clerk of of the said court, duly elected and qualified, and that his said attestation is in due form.

Given under my hand, this 12th day of April, 1842.

JOHN PACKETT.

Deposition of Benjamin Hallowell—Deposition of Benjamin Hallowell.

Deposition of Benjamin Hallowell, of lawful age, taken this 24th of June, 1842, before Reuben Johnston, a justice of the peace for the county of Alexandria, in the District of Columbia, by consent of the solicitors of both parties, to be read in evidence on behalf of the defendants, in the suit of Catharine Scholfield against George Scott, executor of Andrew Scholfield, deceased, and others, now depending in chancery, in the circuit court of the District of Columbia, for the county of Alexandria.

The said Benjamin Hallowell, after having been solemnly affirmed to testify the truth, the whole truth, and nothing but the truth, says, in answer to defendants' interrogatories, as follows:

Question first. Were you well acquainted with the late Andrew Scholfield; if so, how long had you known him?

Answer. I was acquainted with him from the autumn of 1824, to the time of his death.

Question second. Did you know Catharine Scholfield, late his wife; did she voluntarily, and against the will and wish of the said Andrew Scholfield, her husband, separate from him; and how long was she separate from him before his death?

Answer. I was only slightly acquainted with Catharine Scholfield; I met with her several times at her husband's, the said Andrew's house. I am convinced she seperated voluntarily from her said husband, and against his will and wish. This conviction rests upon the contents of one of her letters shewn me by her friend and confidante in this town, and on her said husband's assertion.

How long before his death the seperation took place, I cannot say, but believe it was more than a year.

Question the third. Were you acquainted with the manner he provided for the support and daily provision of his family; was it liberal, or otherwise?

Answer. I have no particular knowledge on this subject, but believe he provided liberally for his family. From some circumstances which the said Andrew Scholfield related to me, the impression was made strongly upon mind, and has remained so, that said Andrew was disposed to be more liberal in providing for his family than the said Catharine, his wife, would permit him to be.

Question the fourth. Did you at any time hear him express his feelings about the seperation of his said wife from him; if you did, state fully what he said.

Answer. I several times heard him express deep regret at his wife's seperation from him, and her unwillingness to return; he stated that he had not, at the time she went away, the least idea of her not intending to return; he said her refusing to return to him was the severest shock he had ever experienced; that he felt afterwards no desire to live, and believed it would shorten his days.

Question the fifth. Have you any reason for believing that his wife knew that he was anxious for her return to him; did she, to your knowledge, refuse to return; and if she did, did she assign her reasons for refusing, and what were her reasons?

Answer. He, said Andrew, told me that he went up for her, and she refused to return; I believe she knew of his anxiety for her return, from the contents of the letter before referred to; I have no knowledge of her refusal, other than such as was derived from said Andrew's statements, and the said letter; I know nothing of her reasons for refusing to return.

The complainant, by her solicitor, excepts to the questions asked the witness by defendants, both as to form and substance, and excepts to all the answers given by the witness.

Question by complainant.

Do you know whether, when the seperation you speak of took place between Andrew and Catharine, or at any time before or since, she, the said Catharine, went away with one, who it was known or supposed was a paramour or adulterer, or whether she has lived with any one in adultery; if you know nothing on this subject, state if you have ever heard any reports to that effect.

Answer. I never knew or heard any such thing mentioned about her.

Question by complainant. Of what number of persons did said Andrew's family consist during the time said Catharine lived with him?

Answer. It consisted of himself, said Catharine, her brother and nephew for part of the time, and one or two domestics, I am not certain which.

Question by complainant. Do you know or can you say whether, when said Catharine left said Andrew, it was or was not on a temporary visit to her relations, and do you believe from what you know, that she had the purpose of returning when she left him, as you stated?

Answer. I believe she did leave him on such a visit; and that it was her intention, when she left, to return.

Question by defendants. Do you know, or have you any reasons for believing, why she did not return? And state your reasons.

Answer. I believe it was the influence exerted by her relations that prevented her return.

Complainant excepts to this question and answer.

Further deponent saith not.

BENJAMIN HALLOWELL.

County of Alexandria, *to wit:*

The foregoing deposition of Benjamin Hallowell was taken before me at the time, in the manner, and for the purpose mentioned in the caption thereto; and that the counsel for both parties were present and consented to the taking of the same.

Given under my hand and seal, this 24th day of June, 1842.

R. JOHNSTON, *Justice of the peace.*

Deposition of Chr. Neale.—Affidavit of Christopher Neale.

The affidavit of Christopher Neale, taken by consent of parties, to be read as evidence, on the hearing of the cause of Catharine Scholfield against George Scott, executor of Andrew Scholfield, deceased, and others, now depending in the chancery side of the circuit court of the District of Columbia, and county of Alexandria, taken on behalf of the complainant.

This affiant states that Thomas Semmes, esq., the counsel and attorney at law of the complainant in this cause, brought into the orphans' court of Alexandria county, on or about the 6th day of May, 1840, a paper writing, purporting to be the renunciation of the complainant aforesaid of the provision made her, by Andrew Scholfield, her late husband, in his last will; and on the motion of said Thomas Semmes, the same was entered of record on the records of said court. At the foot of this paper writing was written the name, "Catharine Scholfield," but by whom it was written or subscribed, this affiant knows not. There were also subscribing witnesses to the paper writing aforesaid, but the affiant does not recollect their names. This affiant further states, that he did, on the day of , at the request of Andrew Scholfield aforesaid, now deceased, draft a postnuptial settlement between said Scholfield and the complainant in this cause, and delivered it to Mr. Scholfield, but what was done with it this affiant knows not, but he thinks that the copy of the one now offered in evidence is not a true copy of the one drafted by the affiant; but the affiant cannot

here undertake to point out the particular variance, or wherein it varies, although he is satisfied that it is not a true copy, particularly as regards the language employed; and he is quite certain, that the late Andrew Scholfield clearly intended, and fully believed, that the settlement made by him in favor of the complainant, and the same filed in this cause, was intended to be in full of the complainant's right of dower and distribution, in his real and personal estate, but as regards the complainant's views and opinions upon that point, the affiant has no knowledge.

CHR. NEALE.

The copy of the record of proceedings in the orphans' court of Alexandria county, made by Alexander Moore, register of wills of said court, and the same forming part of his affidavit taken in this cause, is a true copy of said proceedings, as regards the renunciation of the complainant touching the provision made [for] her in the will of Andrew Scholfield, her late husband, deceased.

CHR. NEALE.

The above statement subscribed and sworn to before me, a justice of the peace, for the county aforesaid, by Chr. Neale, this the 16th day of November, 1842.

ALEXANDER WAUGH, *Justice of the peace.*

To Catharine Scholfield.

You will take notice, that we shall, on the twenty-first day of September next, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon of that day, at Purcell's store, in the county of Loudon, and State of Virginia, take the deposition of Samuel M. Janney, to be read in evidence in the suit you have depending in your name against us in the circuit court of the District of Columbia, for the county of Alexandria.

GEORGE SCOTT,
Executor of A. Scholfield, and others, defendants in said suit,
By EDM. I. LEE, *their solicitor.*

Alexandria, August 23*d*, 1842.

I accept notice for Catharine Scholfield, and agree that the deposition of Samuel M. Janney may be taken without a commission before any justice of the peace, of the county of Loudon, Virginia, who will state himself to be a justice of the peace.

TH. SEMMES, *Solicitor for C. Scholfield.*

Deposition of Samuel M. Janney.—Deposition of Samuel M. Janney.

CATHARINE SCHOLFIELD
vs.
ANDREW SCHOLFIELD and others.

Questions to Samuel M. Janney.

1st. Did your late house of Samuel M. and Samuel H. Janney, borrow at any time of Catharine Wilson, now Catharine Scholfield,

before her marriage with Andrew Scholfield, any money? If they did, state the amount.

2d. Did you pay the interest on the money you borrowed? If you did, state to whom you paid the same, and particularly to whom you paid the interest after the marriage of the said Catharine to the said Andrew Scholfield?

3d. Did Andrew Scholfield give you notice not to pay either the principal or interest to any one but himself; and if he did, did he, after the execution of the deed of trust from himself and wife to Wm. H. Brown, countermand the notice?

The complainant excepts to the 3d question of defendant.

Question by complainant.

Did you ever pay any of the principal money due in said bond to said Andrew?

S. M. Janney's answers.

1st. answer. S. M. & S. Janney did borrow of Catharine Wilson, (now Catharine Scholfield,) before her marriage with Andrew Scholfield, the sum of three thousand two hundred and ten dollars.

2d. We paid the interest on the note or bond. After her marriage with Andrew Scholfield, I paid the interest, in one instance or more, to Andrew and Catharine, when they were both present. I do not recollect to whom I handed it, but it was paid in a check on the Bank of Potomac, and I think the check was made payable to Andrew Scholfield, but on this last point I am not positive.

3d. Andrew Scholfield did send to S. M. & S. H. Janney, a written notice by the hands of B. Waters, forbidding us to pay the bond or the interest on it to Catharine, his wife, or to any one but himself, as he considered it his property by right of marriage. Sometime afterwards, we received a notice from him stating that the affair was settled, and he then countermanded the former notice.

4th. We never paid any of the principal on said bond to Andrew Scholfield, but we did pay the amount of principal and interest (say \$3,471 $\frac{61}{100}$) to the order of Catharine Scholfield, on the 28th of the 8th month, 1837, being after the prohibition of Andrew Scholfield was removed.

SAML. M. JANNEY.

VIRGINIA, *Loudoun county, sct:*

This day, Samuel M. Janney personally appeared before me, James McIlhany, a justice of the peace for the said county, and made solemn affirmation, that the written answers by him subscribed, contain the truth, and refer to the several interrogatories herein enclosed in the order of their numbers respectively. Given under my hand the 21st day of September, 1841.

JAMES McILHANY.

Deposition of Phineas Janney.—Deposition of Phineas Janney.

The affirmation of Phineas Janney, esquire, [he being one of the denomination called "Friends" or "Quakers,"] taken by consent of parties, to be read as evidence on the hearing of the cause now depending in the circuit court of the district of Columbia, and county of Alexandria, wherein Catharine Scholfield is complainant, and George Scott, executor of Andrew Scholfield, deceased, and others, are defendants, taken on behalf of the defendants aforesaid.

Question by defendant's counsel.

Are you personally acquainted with William H. Brown; and if yea, how long have you known him?

Answer. I have known William H. Brown for more than thirty years.

What are his qualifications as a scholar?

Answer. My belief is, that William H. Brown received his education at a respectable country school in the vicinity of his father's residence in Frederic county, Virginia.

Question. Was he ever engaged in the study or practice of the law; if yea, when, and with whom?

Answer. Not within my knowledge.

Question. Are you in any manner interested in the event of this suit?

Answer. None whatever.

DISTRICT OF COLUMBIA, *county of Alexandria:*

Personally appeared before me, a justice of the peace for the county aforesaid, Phinehas Janney, of Alexandria, and made solemn affirmation that the answers, in his own handwriting, to the four questions propounded in the foregoing part of this instrument of writing, are correct and true to the best of his knowledge and belief.

Given under my hand in Alexandria, D. C., this fifteenth day of November, A. D. 1842.

CHAS. McKNIGHT.

Deposition of Hannah Wilson.—Deposition of Mrs. Hannah Wilson.

The affirmation of Mrs. Hannah Wilson [she being one of the denomination called "Friends" or "Quakers,"] taken by consent of parties, to be read as evidence on the hearing of the cause now depending in the circuit court of the District of Columbia, and county of Alexandria, wherein Catherine Scholfield is complainant, and George Scott, executor of Andrew Scholfield, deceased, and others, are defendants, taken on behalf of the defendants aforesaid.

Question by defendants. Are you personally acquainted with Catharine Scholfield, the complainant in the above cause?

Answer. Yes.

How long have you known the said Catharine?

before her marriage with Andrew Scholfield, any money? If they did, state the amount.

2d. Did you pay the interest on the money you borrowed? If you did, state to whom you paid the same, and particularly to whom you paid the interest after the marriage of the said Catharine to the said Andrew Scholfield?

3d. Did Andrew Scholfield give you notice not to pay either the principal or interest to any one but himself; and if he did, did he, after the execution of the deed of trust from himself and wife to Wm. H. Brown, countermand the notice?

The complainant excepts to the 3d question of defendant.

Question by complainant.

Did you ever pay any of the principal money due in said bond to said Andrew?

S. M. Janney's answers.

1st. answer. S. M. & S. Janney did borrow of Catharine Wilson, (now Catharine Scholfield,) before her marriage with Andrew Scholfield, the sum of three thousand two hundred and ten dollars.

2d. We paid the interest on the note or bond. After her marriage with Andrew Scholfield, I paid the interest, in one instance or more, to Andrew and Catharine, when they were both present. I do not recollect to whom I handed it, but it was paid in a check on the Bank of Potomac, and I think the check was made payable to Andrew Scholfield, but on this last point I am not positive.

3d. Andrew Scholfield did send to S. M. & S. H. Janney, a written notice by the hands of B. Waters, forbidding us to pay the bond or the interest on it to Catharine, his wife, or to any one but himself, as he considered it his property by right of marriage. Sometime afterwards, we received a notice from him stating that the affair was settled, and he then countermanded the former notice.

4th. We never paid any of the principal on said bond to Andrew Scholfield, but we did pay the amount of principal and interest (say \$3,471 $\frac{61}{100}$) to the order of Catharine Scholfield, on the 28th of the 8th month, 1837, being after the prohibition of Andrew Scholfield was removed.

SAML. M. JANNEY.

VIRGINIA, *Loudoun county, sct:*

This day, Samuel M. Janney personally appeared before me, James McIlhany, a justice of the peace for the said county, and made solemn affirmation, that the written answers by him subscribed, contain the truth, and refer to the several interrogatories herein enclosed in the order of their numbers respectively. Given under my hand the 21st day of September, 1841.

JAMES McILHANY.

Deposition of Phineas Janney.—Deposition of Phineas Janney.

The affirmation of Phineas Janney, esquire, [he being one of the denomination called "Friends" or "Quakers,"] taken by consent of parties, to be read as evidence on the hearing of the cause now depending in the circuit court of the district of Columbia, and county of Alexandria, wherein Catharine Scholfield is complainant, and George Scott, executor of Andrew Scholfield, deceased, and others, are defendants, taken on behalf of the defendants aforesaid.

Question by defendant's counsel.

Are you personally acquainted with William H. Brown; and if yea, how long have you known him?

Answer. I have known William H. Brown for more than thirty years.

What are his qualifications as a scholar?

Answer. My belief is, that William H. Brown received his education at a respectable country school in the vicinity of his father's residence in Frederic county, Virginia.

Question. Was he ever engaged in the study or practice of the law; if yea, when, and with whom?

Answer. Not within my knowledge.

Question. Are you in any manner interested in the event of this suit?

Answer. None whatever.

DISTRICT OF COLUMBIA, *county of Alexandria:*

Personally appeared before me, a justice of the peace for the county aforesaid, Phinehas Janney, of Alexandria, and made solemn affirmation that the answers, in his own handwriting, to the four questions propounded in the foregoing part of this instrument of writing, are correct and true to the best of his knowledge and belief.

Given under my hand in Alexandria, D. C., this fifteenth day of November, A. D. 1842.

CHAS. McKNIGHT.

Deposition of Hannah Wilson.—Deposition of Mrs. Hannah Wilson.

The affirmation of Mrs. Hannah Wilson [she being one of the denomination called "Friends" or "Quakers,"] taken by consent of parties, to be read as evidence on the hearing of the cause now depending in the circuit court of the District of Columbia, and county of Alexandria, wherein Catherine Scholfield is complainant, and George Scott, executor of Andrew Scholfield, deceased, and others, are defendants, taken on behalf of the defendants aforesaid.

Question by defendants. Are you personally acquainted with Catharine Scholfield, the complainant in the above cause?

Answer. Yes.

How long have you known the said Catharine?

Answer. About thirty years.

Question. Is she, or is she not, a connexion of yours; if yea, what connexion?

Answer. I married her brother.

Question. How old was the said Catherine in the year 1836?

Answer. I should suppose she was from 48 to 50.

Question. Are you interested in the event of this suit?

Answer. No.

DISTRICT OF COLUMBIA, *county of Alexandria:*

Personally appeared before me, a justice of the peace, for the county aforesaid, Hannah Wilson, of Alexandria, and made solemn affirmation, that the answers in her own handwriting, to the within questions, are correct and true to the best of her knowledge and belief. Given under my hand, this sixteenth day of Nov'r, 1842.

CHAS. McKNIGHT.

Cost of depo. 50 cts.—C. McK.

Deposition of Benoni Wheat—Deposition of Benoni Wheat.

The affidavit of Benoni Wheat, taken by consent of parties, to be read as evidence on the hearing of the cause now depending in the United States circuit court, of the District of Columbia, and county of Alexandria, wherein Catharine Scholfield is complainant, and George Scott, ex'or of Andrew Scholfield, deceased, and others, are defendants, taken on behalf of the defendants aforesaid.

Question by def'ts counsel. Are you personally acquainted with William H. Brown?

Answer. Yes.

Question. Did you ever see said William H. Brown write?

Answer. I think I have.

Question. Why do you think so?

Answer. Because he gave me a receipt for money I paid him at my desk.

Question. Look upon the paper writing hereto annexed, marked B, and say in whose handwriting you believe the *body* of said paper writing *is*, and if the signature thereto, "William H. Brown," is the *genuine* signature, as it purports to be, of the aforesaid William H. Brown?

Answer. I believe the body of the writing, and the signature of Wm. H. Brown, to be his handwriting.

Question. Are you in any manner interested in the event of this suit?

Answer. Not at all.

DISTRICT OF COLUMBIA, *county of Alexandria:*

Personally appeared before me, a justice of the peace for the county aforesaid, Benoni Wheat, of Alexandria, and made oath, in

due form of law, that the answers in his own handwriting to the within questions are correct and true to the best of his knowledge and belief.

Given under my hand and seal, this 16th day of Nov'r, 1842.

CHAS. McKNIGHT.

Cost of depo., 50 c.—C. Mc. K.

Deposition of Wm. Veitch and Isaac Robbins.

The depositions of William Veitch and Isaac Robbins, of full age, taken at the office of Charles McKnight, on the first day of October, 1842, between the hours of ten and four o'clock of that day, agreeably to notice given the adverse party, a true copy whereof is hereto annexed, marked A; which depositions when taken are to be used in evidence on behalf of George Scott, ex'or of Andrew Scholfield, deceased, in a suit now depending on the chancery side of the United States circuit court of the District of Columbia, and county of Alexandria, wherein Catharine Scholfield is complainant, and the said George Scott, ex'or as aforesaid, and others, are defendants.

These deponents being first duly qualified, cautioned and sworn, before the undersigned, a justice of the peace, in and for the county of Alexandria, as the case may be, depose and say:

Question by def'ts to William Veitch.

Were you acquainted with the late Andrew Scholfield, deceased?

Did George Scott, the aforesaid ex'or, personally point out to you the real estate which he said the said Andrew Scholfield died seized, situate in the counties of Washington and Alexandria; and if yea, please describe each and every piece thus shewn you, in as concise and descriptive manner as you can, with your opinion of the fair value of each piece or parcel of the aforesaid real estate thus shewn to you?

Answer to the first interrogatory, that George Scott pointed out to them the property lying in Washington county, D. C.; and that Benjamin Waters pointed out the property lying in the town of Alexandria, D. C.; and that a description and valuation is hereto attached.

Question. Are you, in any manner whatever, interested in the event of suit?

Answer. We are not.

And further the deponent saith not.

Same questions to the other witness.

ALEXANDRIA, *October*, 1842.

I acknowledge service of a proper notice to take the depositions of William Veitch and Isaac Robbins.

TH. SEMMES,
for Cath. Scholfield.

The following described property, shown to us the subscribers, by George Scott and Benjamin Waters, as the property of the late Andrew Scholfield, deceased, we adjudge to be worth as follows:

No. 1. 2 lots, in square No. 863, situated on the north side of Maryland avenue and sixth street, Washington, D. C., with the improvements, consisting of two frame tenements, ea. - - - - - - - - $600 00

3. A lot on the south side of Maryland avenue, west of the Capitol, and near the canal, on which is a small wooden house - - - - - $300 00

4. A vacant lot in square 87, on the south side of New York avenue, Washington city - - 150 00

In Alexandria.

5. A stable tenement and lot on the east side of Henry street, and between King and Cameron streets, feet by - - - - - 350 00

6. A stable and lot on the north side of a feet alley, parallel with King's street feet by - 300 00

7. A two story brick house and lot on the north side of King, between Henry and Patrick streets, occupied by Philips - - - - - 500 00

8. A two story brick house and lot adjoining the last, or No. 7, on the east, occupied by John Cowman 1,750 00

9. A three story house and lot adjoining No. 8, on the east, occupied by Robert Crupper - - 3,200 00

10. 2 two story brick houses and lots adjoining each other, situated on the north side of Queen street to the east of Washington street - - - 1,200 00

11. A house and lot on the north side of King to the east of Washington street occupied by Gotlieb Appich - - - - - - - 3,500 00

$11,850 00

The within calculation we give from under our hands, this 1st day of October, 1842.

ISAAC ROBBINS, [SEAL.]
WM. VEITCH. [SEAL.]

DISTRICT OF COLUMBIA, *Alexandria county, to wit:*

I do hereby certify, that the foregoing depositions of Isaac Robbins and William Veitch, was taken at my office, before me, the subscriber, a justice of the peace for the county aforesaid, on the first day of October, 1842, agreeable to caption and notice, acknowledged by Thos. Semmes, esq'r, attorney for Catharine Scholfield.

Given under my hand and seal, this first day of October, 1842.

CHAS. McKNIGHT, [SEAL.]

Fees, $2 50.. C. McK

Appraisement of Andrew Scholfield's personal estate.

Orphans' court, Alexandria county, October term, 1839.

To John P. Cowman, Sam'l Peach and Harrison Bradley, greeting:

This is to authorize you, or any two or more of you, jointly to appraise the goods, chattels and personal estate, of Andrew Scholfield, deceased, as far as they shall come to your knowledge and sight; each of you having taken the oath or affirmation prescribed by law, a certificate whereof you are to return, annexed to an inventory of the said goods, chattels and personal estate; and in the said inventory, you are to set down in a column or columns opposite to each article, the value thereof in dollars and cents.

Witness Chr. Neale, judge of said court, this 15th day of October, 1839.

Test: A. MOORE, *Register of wills.*

ALEXANDRIA COUNTY, *sct.*

Before me the subscriber, as justice of the peace of the county aforesaid, came Harrison Bradley and John P. Cowman, and took the oath of appraisers prescribed by law.

Given under my hand, 15th day of October, 1839.

CHARLES SCOTT.

In obedience to the above order of appraisement, we, the subscribers, did this day value and appraise the goods, chattels and personal estate of Andrew Scholfield, deceased, so far as they came to our sight and knowledge, of which the following is a true inventory.

Given under our hands and seals, this 21st day of October, 1839.

HARRISON BRADLEY, [SEAL.]
JOHN P. COWMAN. [SEAL.]

1 lot of cut oats, $5; 1 wheelbarrow, $2 - -	$7 00
2 measures, 25 cts.; 1 bathing tub, $5 - -	5 25
1 grindstone, 1 50; 2 ladders, $2; 2 sieve, 37½ c. -	3 87½
2 pitchforks, 3 hoes, and 1 spade, 1 50 - -	1 50
1 saddle, $2; 1 gig harness, $40 - - -	42 00
1 bramble scythe and snead, $1 - - -	1 00
1 feed box and contents, and 5 empty barrels -	2 00
1 lot of vegetables growing in the garden, $5 -	5 00
1 lot of stove plates, empty casks, and old lumber	2 00
1 block and fall, $1; 1 water cask, 50 - -	1 50
5 tubs, $2; 1 pastry board, 1 sausage box, and 2 metal trays - - - - -	2 75
2 market baskets, $1; 2 water buckets, 50c -	1 50
2 cloathes basket, 75 c.; 4 waiters, 1 50 - -	2 25
2 kitchen tables, 1 50; 2 ironing blankets 50 c. -	2 00
1 lot tin ware, 1 50; 1 lot hollow iron ware, $8 -	9 50

APPRAISEMENT—Continued.

1 bell metal kettle, $2 50; 1 glazed skillet, 50 c.	$3 00
1 pair kitchen andirons, shovel and tongs, -	75
3 flat irons, 50 c.; 1 wafal iron, 50 c.; 1 waiter, 25c	1 25
15 blue print dishes, (different patterns) - -	3 50
1 do. do. covered do., and 27 plates - -	75
	$98 37½
6 pitchers, 50 c.; 1 bread tray, 2 waiters, and japan tumbler, 12½ c. - - - -	52½
4 silver plated candlesticks, $3 - - -	3 00
2 brass candlesticks, 50 c. - - -	50
1 silver plated tray and snuffers, $2 - -	2 00
2 candle shades, $3; 7 lamps, $2 - - -	5 00
1 passage lamp, 3; 1 sugar box and lf. sugar, $1 -	4 00
1 tray box, 75c.; 1 pr. lustre mugs, 25c.; 2 bowls, 18¾	1 18¾
3 round boxes, 25 c.; 2 jars with preserves, $1 -	1 25
2 stools, 25 c.; 1 jar with pickles, 50 c. - -	75
1 lot stone ware, 14 pieces, $3; - - -	3 00
1 marble mortar, $1; 1 wire safe, $3; - -	4 00
1 refrigerator, 1 50; ½ bbl. shad $4 - -	5 50
1 small table, 25 c.; 2 empty cider bbls. 50 c. -	75
1 lot empty hogsheads and casks, $2 - -	2 00
1 lot fire wood $40 - - - -	40 00
1 axe, mawl and wedge 50 c. - - -	50
1 tin kitchen, $1; 1 step ladder, 50 c. - -	1 50
1 clock, $30; 1 silver watch, $8 - - -	38 00
1 half barrel cont. a lot brown sugar 1 50 -	1 50
2 barrels part full of flour, $5 - - -	5 00
1 keg coffee, 50 c. - - - -	50
	$218 93¾
2 large maps, 1 50; 1 map of Ohio and looking glass 25 c. - - - - -	1 75
1 picture of Mount Vernon - - -	50
1 mahogany sideboard, - - - -	15 00
1 desk and book case - - - -	8 00
I mahogany bureau with glass knobs $8 - -	8 00
1 mahogany bureau with glass knobs, $8 - -	8 00
1 cherry wardrobe with glass doors, - -	8 00
1 set dining tables, 3 pieces, $12 - - -	12 00
1 pr. card tables, $5; 1 breakfast table, $5 -	10 00
1 stained toilet table - - - -	1 00
1 candle stand, 1 50; 1 small sideboard, $2 -	3 50
1 sofa and covers - - - - -	10 00
Settee cover and two pillows - - -	6 00

APPRAISEMENT—Continued.

10 mahogany chairs, No. 1		$20 00
6 windsor chairs, No. 2		4 50
6 windsor chairs, No. 3		4 50
11 do do No. 4		9 00
5 arm do Nos. 4 and 8, $5		5 00
1 writing do No. 9		1 00
1 rocking do and 2 cushings No. 10		3 00
2 kitchen chairs, Nos. 11 and 12		50
1 easy chair, No. 13		10 00
1 close stove, $3		3 00
1 lot carpets, No. 1	$13 00	
" " 2	2 50	
" " 3	5 00	
" " 4	5 00	
" " 5	5 00	
" " 6	1 00	
" " 7	12 00	
" " 8	6 00	
		49 50
		$420 68¾
1 hearth rug, No. 9, $1; 1 grass mat, No. 10, 75 c.		1 75
1 mahogany high post bedstead and sacken		10 00
1 stained do. do. do.		12 00
1 French do. do.		5 00
1 painted do. do. do.		3 00
1 trundle bedstead and sacken		3 00
21 stair rods, $2; 4 pair brass andirons, $10		12 00
3 pr. shovels and tongs, and poker		6 00
1 brass top fender		2 00
1 warming pan, 75 c.; 1 mahogany wash stand, $2		2 75
1 ewer and basin		1 00
1 painted wash stand, basin, and pitcher		2 00
1 mahogany toilet glass		1 00
2 pr. window shutters and 1 sash		1 00
1 cloathes horse, 1 50; 1 large box sundries, $3		4 50
2 chests and 15 blankets		21 00
4 trunks at 1 50, $6; 14 sheets, linen, $20		26 00
11 cotton sheets, $5; 15 linen pillow cases, 3 75		8 75
6 cotton pillow cases, at 6d. each		50
3 toilet covers, $1; 3 diaper linen table cloths, $3		4 00
4 cotton table cloths		1 33
11 short window curtains, at 6d.		87
7 diaper towels, at 20c.		1 40
2 coarse linen towels, at 20c.		40

APPRAISEMENT—Continued.

1 bandbox and small trunk, morocco cover -	$1 00
1 maple toilet glass - - - -	4 00
	$556 94¼
3 gilt looking glasses, $15; 7 bed quilts, $10 -	25 00
5 counterpanes, at $6, $30; 3 demijohns, 1 50 -	31 50
2 bed spreads, $4; 1 baize quilt, $1 - -	5 00
2 setts bed curtains - - -	8 00
1 milch cow, $15; 1 lot muslin curtains, $5 -	20 00
1 fly brush and basket - - - -	25
1 pair hand bellows - - - -	50
2 small waiters, 50c.; 6 cut flint glass tumblers, 1 25	1 75
17 wine glasses, $2; 14 pieces table glasses, 1 50 -	3 50
1 glass pitcher and preserves, 50c.; 2 decanters, 50	1 00
8 glass tumblers - - - - -	50
1 castor and bottles - - - -	2 00
1 bottle No. 6, *pretty hot* - - - -	37½
3 empty bottles, 18¾c. - - - -	18¾
1 basket containing a lot of china ware - -	6 00
4 china plates and 3 bowls - - -	2 00
4 jelly jars and contents - - - -	50
1 knife box, containing 24 knives & as many forks	6 00
4 feather beds, at 12 50 - - - -	50 00
1 hair mattrass, $18; 2 husk mattrasses, $6 -	24 00
1 lot of books, $35; 1 gig whip, 50 c. - -	35 50
1 wooden slop bowl - - - -	50
4 glass goblets - - - - -	50
	$781 50½
1 set silver tea service, consisting of 5 pieces, (devised to M. A. Zimmerman) - - -	200 00
15 tea spoons, $10; 1 soup ladle and mustard spoon, $8; 6 table spoons, $10 - - -	28 00
6 desert spoons, $8; 1 silver mug, $8 - -	16 00
1 share in Great Hunting Creek Bridge Co., cost 50, and now supposed to be worth - -	5 00
1 share in Fairfax Turnpike Road, cost $50, and now supposed to be worth nothing.	
20 shares mechanic*k*'s bank stock, cost $10 per share, worth nothing.	
9 shares in Bank of Potomac, cost $100 per share, now worth $75 - - - - -	675 00
18 shares Washington city and Alexandria Turnpike Road, cost $50 per share, now worth par -	900 00
12 shares do. do. do. do. do. do. do. par	600 00

Devised to Benjamin Waters.

APPRAISEMENT—Continued.

1 box and contents, 25c.; 2 chambers, 25 c. -	$0 50
1 waiter and 2 cloathes brushes - - -	50
1 pair scales, snuffers, and type - - -	1 00
2 brushes and 2 brooms, 50c.; boy's bedding, $2	2 50
Total amount, dollars,	3,210 00½

(Signed) GEO. SCOTT, *Ex'or.*
A copy, test: A. MOORE, *Reg'r wills.*

A list of debts due the estate of Andrew Scholfield, deceased, 15th October, 1839, supposed to be good.

Dean, Hannon and Miller's note, due Nov. 25th, 1839, endorser Robert H. Miller - - -		$1,000 00
Wm. Irwin, note due 25th Nov. 1839, endorser E. Irwin - - - - - -		2,000 00
Turner Dixon, note due 27th Dec'r, 1839, endorsed by Dean, Hannon & Miller, and Jno. Withers -		507 85
G. Appich, note due November 19th, 1839	Secured by deed of trust.	500 00
Do. " September 17th, 1840		650 00
Do. " " " 1841		620 00
Do. " " " 1842		590 00
Do. " " " 1843		560 00
Do. " " " 1844		530 00
		$6,957 85
Henry Tatsapaugh, on account -	$79 50	
Philip Vernon, " - -	129 37	
Ann Dobey, " - -	3 00	
J. N. Danforth, " - -	6 38	
Sarah Tennison, " - -	100 00	
Frances Parker, " - -	7 00	
Susan Hanless, " - -	2 00	
Lewis Lundy, " - -	2 00	
Samuel Tubman, " - -	2 00	
Jane Ball, " - -	4 00	
Robert Hill, " - -	4 00	
John Jemeny, with interest -	29 20	
Eliza Morgan, " - -	9 00	
		377 45
		$7,335 30

(Signed) GEORGE SCOTT, *Executor.*
A copy, test: A. MOORE, *Register of wills.*

DISTRICT OF COLUMBIA, *Alexandria county, to wit:*

I, Cassius F. Lee, clerk of the United States circuit court of the District of Columbia for Alexandria county, hereby certify, that the foregoing is a true transcript of the record of the proceedings in a suit lately depending in said court, in which Catharine Scholfield was plaintiff, and George Scott, executor, and others, were defendants.

In testimony whereof, I hereto set my hand, and affix the seal of [L. S.] the said court, this 20th day of July, 1843.

CASSIUS F. LEE, *C. C.*

Know all men by these presents that we, Catharine Scholfield, Enoch Wilson, and Henry W. Davis, are held and firmly bound unto George Scott, executor of Andrew Scholfield, deceased, (for the use of the said George Scott, executor as aforesaid, and others, parties defendants in the suit hereinafter named,) in the full and just sum of three hundred dollars, to the payment whereof, well and truly to be made, we bind ourselves and our heirs, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 14th day of June, 1843.

Whereas, at a United States circuit court of the District of Columbia, continued and held for the county of Alexandria the 2d day of May, 1843, in the suit in which Catharine Scholfield was complainant, and George Scott, executor of Andrew Scholfield, deceased, and others, were defendants, it was by the court decreed and ordered, that the complainants' bill be dismissed, with costs; from which decree the complainants prayed and obtained an appeal to the Supreme Court of the United States.

Now, the condition of the above obligation is such, that if the said Catharine Scholfield shall prosecute her appeal, and pay all costs and damages which may be awarded against her in case she shall fail therein, then this obligation to be void, otherwise to remain in full force and virtue.

C. SCHOLFIELD, [SEAL.]
E. WILSON, [SEAL.]
HENRY W. DAVIS. [SEAL.]

Sealed and delivered in the presence of—
S. WILSON, as to C. Scholfield.

Approved: J. S. MORSELL.

Filed 7th October, 1843.

1230

SUPREME COURT OF THE UNITED STATES.

No. 99.

THE UNITED STATES, PLAINTIFFS IN ERROR,

vs.

RICHARD KING AND DANIEL W. COXE.

IN ERROR TO THE CIRCUIT COURT U. S. FOR EAST LOUISIANA.

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UNITED STATES CIRCUIT COURT,
Fifth Circuit, Eastern District of Louisiana.

Be it remembered, that on this thirteenth day of February, in the year of our Lord one thousand eight hundred and forty-three, came into the court of the United States fifth circuit, in and for the eastern district of Louisiana, the United States, by Balie Peyton, esq., their attorney, and filed the following, to wit:

To the honorable the judges of the circuit court of the United States for the fifth circuit, holding sessions at the city of New Orleans, in and for the eastern district of Louisiana:

The petition of the United States of America, by Bailie Peyton, their attorney, respectfully shows, that Richard King, who is a citizen of the State of Louisiana, residing in the parish of Caldwell, in said State, and within the jurisdiction of this honorable court, has unlawfully taken possession of a certain tract or parcel of land, claiming the same as his own, under some pretended title, which land is situate in the State and parish aforesaid, on the west bank of the Ouachita river, in township fourteen, range three, east, in the district north of Red river, having a front on said Ouachita river of about one mile, by a depth of about five and a half miles, and being all that part of lot nineteen, as laid off in the survey of John Dinsmore, surveyor of the United States, which lies on the right side of the Ouachita river in descending; said survey, above referred to, being one made by said Dinsmore without authority of plaintiffs, of a pretended claim, commonly called the Maison Rouge claim, and which survey is of record in the office of the parish judge of Ouachita, and which described land and premises the said King now occupies and actually possesses, claiming the same as his own. Petitioners allege that they are the true and lawful owners of the above described land and premises, and that the pretended claim of the said King thereto is illegal and invalid: that by the treaty of cession of the province of Louisiana by the then French Republic to the United States of America, the United States succeeded to all the rights of France and Spain, as they then were, in and over the said province, including all lands which were not private property, and that the aforesaid tract of land had, ever since the said treaty, remained vested in the said plaintiffs, who are now the true and legal owners of the same: wherefore, petitioners pray that the said Richard King be cited to appear and answer this petition, and, after due proceedings, petitioners be decreed by a judgment of this honorable court to be the true and lawful owners of the aforesaid land and premises, and that the said Richard King be condemned

to pay unto petitioners the sum of five hundred dollars damages, for trespasses by him committed thereon; that he pay costs of suit, and for such other relief in the premises as the nature of the case may require.

Signed BALIE PEYTON,
United States Attorney, Eastern District of Louisiana.

And on the same day and year last aforesaid, the following citation was issued out of the clerk's office:

The President of the United States of America, to the marshal of the eastern district of Louisiana, or his lawful deputy, greeting:

THE UNITED STATES
vs.
RICHARD KING. } No. 1070.

You are hereby commanded to summon Richard King, citizen of the State of Louisiana, to comply with the demand of the United States, as contained in the petition of which a copy accompanies this citation, or to deliver his answer to the same in the office of the clerk of the circuit court of the United States, fifth judicial circuit and eastern district of Louisiana, in the city of New Orleans, in ten days after the service hereof, or judgment will be rendered against him by default, which delay is increased one day for every ten miles the defendant's residence is distant from New Orleans, the place where the court is held, and that you make due return hereof, on the first Monday in April, 1843.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, at the city of New Orleans, in the said eastern district of Louisiana, this 13th day of February, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the said United [States] of America the sixty-seventh year.

[L. S.]

Signed DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Marshal's Return.

Received this 13th day of February, 1843, and on the 13th day of same month served copies of the within citation, plaintiff's petition and documents annexed, on the within named Richard King, in the manner following, to wit, by handing the same to L. Janin, the defendant's attorney, in the city of New Orleans.

Signed, A. S. ROBERTSON,
Marshal of the United States.

And afterwards, to wit, on the thirteenth day of March, in the year of our Lord one thousand eight hundred and forty-three, the following answer was filed:

To the honorable circuit court of the United States for the fifth circuit and eastern district of Louisiana.

THE UNITED STATES
vs.
RICHARD KING.

The answer of Richard King, of the parish of Caldwell, a citizen of the State of Louisiana, respectfully shows, that he denies all and singular the allegations contained in the petition of the United States, except so far as they are hereinafter specially admitted; that he is the true and lawful owner of the tract of land described in the petition, having purchased the same from Daniel W. Coxe, by an act passed before Lewis F. Lamy, parish judge in and for the parish of Ouachita, being designated as lot No. 19, on the west bank of the Ouachita river, according to Dinsmore's survey; that he is in possession of said tract of land, and has made valuable improvements thereon to the amount of ; that the said Daniel W. Coxe has warranted the title to said tract of land, as appears from the aforesaid act of sale, and in case of eviction, is bound to return to this respondent the price paid for the [same,] with ten per cent. interest from the date of eviction; that the said Daniel W. Coxe is a citizen of the State of Pennsylvania, but is now temporarily in this district.

Wherefore this respondent prays that this suit may be dismissed with costs; that said Daniel W. Coxe may be cited to appear and defend this respondent in this suit, that if this suit should be decided against this respondent, he may have judgment against the plaintiffs and the said D. W. Coxe for the value of his improvements, to wit:
and against the said D. W. Coxe, for the proportion of the price of said tract of land, heretofore paid to him, to wit, the sum of dollars, with ten per cent. interest from the final judgment of eviction, with costs of suit, and all such other and further relief as the nature of the case may require.

Signed RICHARD KING.

And on the same day and year last aforesaid, the following answer was also filed:

To the honorable circuit court of the United States for the fifth circuit and eastern district of Louisiana.

The answer of Daniel W. Coxe, a citizen of the State of Pennsylvania, to the petition of the United States, and the call in warranty of Richard King, humbly showeth: that this respondent de-

nies all and singular the allegations contained in the petition of the United States, and in the answer and call in warranty of Richard King, except so far as they are hereinafter specially admitted; that it is true that he has sold the tract of land described in the petition to the defendant, with a limited warranty, as will appear from the deed of sale referred to in the answer of the said Richard King. Your respondent avers that he had, at the time of his aforesaid sale to defendant, and the defendant now has, a good and valid title to the said tract of land, the same being a part of a grant of land, made on the 20th June, 1797, by the Baron de Carondelet, then the Spanish governor of the province of Louisiana, to the Marquis de Maison Rouge, the ownership whereof was subsequently acquired by your respondent and the late Henry Turner, and a partition in kind having taken place between the said Henry Turner and your respondent, by which the aforesaid tract, now held and owned by said King, fell to the share of this respondent. Your respondent shows that he has heretofore sold a considerable portion of the Maison Rouge grant, and still owns, and is in possession of, a great part thereof, and that his title to a portion of the same so sold, or still owned and possessed by him, was acquired in the manner following, viz.—That on the 17th March, 1795, the Baron de Carondelet, then the military and civil governor of the provinces of Louisiana and West Florida, Don Francis Rendon, the intendant of the army and deputy superintendant of the royal domains in the said provinces, and Don Joseph de Orue, principal accountant of the royal treasury of the said provinces, and performing the duties of fiscal of the royal treasury, entered into a contract with the Marquis de Maison Rouge, a French emigrant, who had proposed to them to bring into said province thirty emigrant families, for the purpose of forming an establishment upon the lands lying on the Washita river, by which contract they bound the royal treasury to defray the expenses of transportation of said families, to pay to them besides, from one to four hundred dollars a family, and to grant them tracts of land in the proportions specified in said contract; that said contract was approved by the king of Spain, on the 4th July, 1795.

That in the beginning of June, 1797, the said Marquis de Maison Rouge had nearly completed the establishment of said thirty families; that never having received any personal advantage from said establishment, nor any reward from the government for his exertions and expenses in making the same, and wishing to make an establishment for his own account and benefit, he applied to the said Governor Carondelet for a grant of land; that thereupon the governor directed Don Carlos Trudeau, the royal surveyor for the province of Louisiana, to select for the said Marquis de Maison Rouge, and make a plan of, thirty square leagues of land lying on the waters of the Washita, and supposed to be vacant; that said Carlos Trudeau made the selection and plan as required, on the 14th June, 1797, and annexed to the same a certificate setting forth

that the four tracts of land therein represented may contain thirty superficial leagues, at the rate of 2,500 toises for each side of a square league, equal to 208,344 superficial arpens; that each of the said four tracts of land is described by natural boundaries or courses and distances, which are clearly shown on said plan, and explained in said certificate; that [it] is well understood that any portion of land included in the said four tracts, and which are possessed by other persons in virtue of complete titles, called titles in form, or by incomplete titles, called first decrees of concession, shall not be counted in computing said thirty leagues; that, on the contrary, the said Marquis de Maison Rouge has promised not to do any thing to the prejudice of these possessors, but to maintain and support them in their rights; and that if, on account of such previous occupants, the said thirty leagues shall suffer any diminution, the said Marquis de Maison Rouge shall have the benefit of supplying the deficiency from other vacant lands.

That the said surveyor general reported said plan and certificate to the governor, who thereupon, and with express reference to said plan, made, on the 20th June, 1797, to the said Marquis de Maison Rouge, a complete grant of the thirty square leagues of land designated on said plan, which grant being rendered from the Spanish into the English language, is in the words following:

"The Baron de Carondelet, knight of the order of St. John, marshal de camp of the royal armies, governor general, vice patron of the provinces of Louisiana and West Florida, inspector of troops, &c., forasmuch as the Marquis de Maison Rouge is near completing the establishment of the Washita, which he was authorized to make for thirty families by the royal order of July 14th, 1795, and desirous to remove, for the future, all doubt respecting other families or new colonists who may come to establish themselves, we destine and appropriate conclusively, for the establishment of the aforesaid Marquis de Maison Rouge, by virtue of the powers granted to us by the king, the thirty superficial leagues marked in the plan annexed to the head of this instrument, with the limits and boundaries designated, with our approbation, by the surveyor general, Don Charles Lareau Trudeau, under the terms stipulated and contracted for by the said Marquis de Maison Rouge; and that it may at all times stand good, we give the present, signed with our hand, sealed with our seal at arms, and countersigned by the underwritten honorary commissary of war and secretary of his majesty for this commandancy general.

The BARON DE CARONDELET,
ANDRE LOPEZ ARMESTO.

NEW ORLEANS, *the 20th of June*, 1797.

"*Note.*—That, in conformity with his contract, the Marquis de Maison Rouge is not to admit or establish any American in the lands included in his grant.

The BARON DE CARONDELET."

Your respondent avers, that it appears, from the premises, that the said grant was made in consideration that the establishment which the said Maison Rouge had been authorized to make by the said contract of July 14, 1795, was nearly completed, and as a reward for the services thereby rendered by the said Maison Rouge to the government; that it was intended thereby to prevent all conflicts with new colonists; that the only terms and conditions stipulated and contracted for by the said Maison Rouge were those mentioned in said certificate of Carlos Trudeau, viz: not to interfere with older settlers under titles, but to take the complement of the thirty leagues elsewhere; and, also, that the said Maison Rouge was not to admit or establish any Americans on the lands included in his aforesaid grant, and that the said grant was absolute and indefeasible.

Respondent shows that, from the premises, it appears, that by and from the date of said grant of June 20, 1797, the lands therein granted ceased to be a part of the royal domain, and became the private and indefeasible property of said Maison Rouge; and that the United States of America acquired no title or right of ownership to the same by the treaty of cession.

Respondent shows that the said Marquis de Maison Rouge executed a nuncupative testament by public act of the 26th of August, 1799, before Peter Pedesclaux, then a notary public at New Orleans, and that shortly afterwards he departed this life; that, by said testament, he nominated Louis Bouligny his universal legatee, whereby the said Louis Bouligny became the owner of the lands granted to said Maison Rouge as aforesaid; that said will having been duly ordered to be executed by the competent authority, and said Louis Bouligny having taken possession of the estate of said Maison Rouge, he conveyed his entire interest in the aforesaid grant to Daniel Clarke, by acts of sale of the 16th July, 1803, 1st of June, 1804, and 12th of January, 1812; and that, by act of sale of the 25th of February, 1811, and 19th of May, 1812, the said Daniel Clarke conveyed the undivided half of said grant to Wade Hampton; that the said Daniel Clarke departed this life at New Orleans, on the day of August, 1813, leaving a will, by which he instituted his mother, Mary Clarke, his universal heir and legatee, and appointed Richard Relfe and Beverly Chew his executors; that said will having been ordered to be executed by the court of probates of the parish of Orleans, the said Chew and Relfe, as executors as aforesaid, and as attorneys in fact of said Mary Clarke, sold to Henry Turner, by deed of sale of the 26th of January, 1814, one undivided fourth part of said grant, the estate of said Daniel Clarke thus retaining one undivided fourth thereof; that, by an act of sale of April 22d, 1817, the said Wade Hampton sold to Chew & Relf, individually, and also as executors of Daniel Clarke, one undivided fourth of said grant, the said Hampton thus still retaining one undivided fourth; that by an act of sale of March 2, 1819, the said

Wade Hampton sold to your respondent his remaining undivided fourth of said grant, and that by another act of same date, the said Chew & Relf, as executors of Daniel Clark, and also as attorney in fact of Mary Clark, Daniel Clark's universal legatee, sold to this respondent, one undivided half of said grant, being composed of the undivided fourth, which, by the aforesaid act of April 22, 1817, they had acquired from Wade Hampton, and of one-fourth, which was the property of said Clark at the time of his death.

Your respondent shows that by the aforesaid acts, he became the joint proprietor with said Henry Turner, of the entire Maison Rouge grant, to wit: your respondent in the proportion of three-fourths, and said Henry Turner in the proportion of one-fourth; and that by an act of March 27, 1820, your respondent and the said Henry Turner made a partition, in kind, of the land embraced in said grant.

Respondent shows, that by order of Thomas Freeman, late surveyor general of the United States south of the Tennessee river, John Dinsmore, a deputy surveyor of the United States, made on the 27th of March, 1820, an actual survey of the aforesaid Maison Rouge grant, in which he closely followed the aforesaid plan and certificate of Carlos Trudeaux, of the 14th of June, 1797; that the said survey was returned to, and approved by, said surveyor general; that on said survey, the said grant is divided into three distinct tracts, tract No. 1, lying on the west side of the Ouachita river, containing 140,000 arpens, equal to 118,479⅓ acres; tract No. 2, lying on the east side of the same river, containing 60,000 arpens, equal to 50,777 acres; and tract No. 3, lying on bayous de Siara, Bartholomew and the Washita river, containing 10,845$\frac{40}{100}$ arpens, equal to 9,178$\frac{25}{100}$ acres; that thereafter, your respondent and the said Henry Turner procured a copy to be made, by said Dinsmore, of said survey, with suitable subdivisions of tracts No. 1 and 2; that on said plan, tract No 1 is subdivided into 31 lots, and tract No. 2 into 27 lots; that the aforesaid partition between Henry Turner and your respondent, of March 27, 1820, was based upon said plan, a certified copy of which has been deposited in the office of the parish of Washita, since the of 18 for reference and inspection; that since then your respondent has made numerous sales, in conformity with said plan, among which is the sale of lot No. 19, on the west side of the Washita river, mentioned in the answer of the said defendant, Richard King; that the annexed schedule, A, exhibits the numbers and the approximative contents of the lots which fell respectively to the share of your respondent, and that from said schedule it appears that your respondent is still the owner of lots Nos. 3, 20, 21, 12, 13, 14, 15, 16, 21, 22, 29, 32, 33, 18 less 500 arpens, and 17 in tract No. 1, and of lot 2, south ½ of 3, east ½ of 12, east ½ of 13, and most of 16, No. 18, 21, 20, 17, most of 22, and about 800 arpens, comprised in the Etier claim in Nos. 23 and 24, in tract No. 2, besides his undivided interest in tract No. 3.

Your respondent shows, that in conformity with the acts of Congress, which authorized claimants of lands in Louisiana, under complete French and Spanish grants, to lay their claims before the commissioners, for the purpose of ascertaining and discriminating the lands which had been finally severed from the domain, from those which were styled public property, or the title to which required to be confirmed, the aforesaid Louis Bouligny filed said grant with the board of commissioners for the western district of Louisiana, who, on the 14th December, 1812, made a report thereon, in which they recognised the same as valid and complete grants, and recommended the same for confirmation, and that by the first section of an act of Congress, of the 29th April, 1816, all claims in the aforesaid report, arranged under class B, of which the aforesaid grant was one, and which the commissioners had recommended for confirmation, were confirmed, with the proviso "that under no one claim shall any person or persons be entitled, under this act, to more than the quantity contained in a league square."

Your respondent shows, that although the aforesaid grant required no confirmation, still, for the purpose of quieting his title, he made long continued efforts for many years to obtain from the Congress of the United States the formal recognition of the same; that, notwithstanding numerous favorable reports on the same by committees, and the passage of bills by one or the other of the houses of Congress for the confirmation of said claims, no final action was ever had on the application of the respondent; and that finally, with a view of allaying the apprehensions of some of his vendees, and to procure more authentic proof of the merits of his title, he took out a patent on the 20th of December, 1842, for the league square, to which the confirmation by said act of April 29, 1816, was confirmed, it being expressly understood, and so declared in an opinion of the attorney general of the United States, dated the 22d of December, 1841, and in the instructions by the Commissioner of the General Land Office to the surveyor general of Louisiana, of December 23, 1841—that by so doing, your respondent neither waived his rights to the remainder of the grant, nor was to be precluded from applying for its confirmation to Congress, or from asserting its validity in courts of justice.

And now your respondent, assuming the character of plaintiff in reconvention, respectfully represents, that he and the said Henry Turner, relying on the validity of said grant, and on the justice of the United States, have expended large sums of money in the purchase of said grant; that your respondent has sold about 94,450 arpens thereof, which are now occupied and improved by numerous citizens, whose titles ought to be quieted; that your respondent has for many years paid taxes on said land, made roads thereon, and is yet the owner, and in the actual possession of about 95,000 arpens thereof, parts of which are cleared; that the United States were bound to respect said grant, it having been private property

at the time of the cession of Louisiana; that by refusing to recognise the same as the lawful property of this respondent, the United States have inflicted heavy injury upon him; that its value is thereby greatly depreciated, and the sale of parts of the same rendered hazardous and disadvantageous, and this respondent is disturbed in the possession and enjoyment of the part thereof still retained by him: wherefore your respondent prays that the said grant, made by the Baron de Carondelet, on the 20th of June, 1797, to the Marquis de Maison Rouge, may be declared valid; that the said Richard King and your respondent may be recognised to be the lawful owners of the parts of the said grants held by them, as described in the answer of said Richard King, and in said schedule A, and that they may be quieted in the ownership and possession of the same, and that the United States may be ordered to desist from treating and considering any part of said grant, as designated on the said survey of John Dinsmore, of the 27th of March, 1820, as public property; and your respondent prays for his costs, and all such other and further relief as the nature of this case may require, and to equity and justice appertain.

Signed, L. JANIN, *Att'y.*

And on the same day, to wit, on the 13th of March, in the year of our Lord eighteen hundred and forty-three, the following annexed schedule "A," was filed.

SCHEDULE A.

Showing the numbers and approximative contents of lots which fell to D. W. Coxe

Lots, with their contents, which fell to D. W. Coxe.

Plat No. 1.		Plat No. 2.		Lands sold by D. W. Coxe
Numbers.	Average contents.	Numbers.	Approximative contents.	Purchasers.
No. 3	4,666⅔	Lot M. R.	1,300	Bagnel Bailey
7	"	No. 1	1,894	Henry Bry
8	"	2	3,287	Henry M. Hyams
11	"	3	2,205	Richard King
12	"	7	2,370	Reuben Jones
13	"	8	1,812	H. M. Hyams and R. King
14	"	10	1,917	Hyams, Chew and McCoy
15	"	11	2,974	Do. do.
16	"	12	4,242	Donation Pine Grove Academy
18	"	13	4,207	Hyams and McCoy
19	"	14	2,777	Richard C. Foulk and J. Mitchell
21	"	15	2,453	Widow Jones
22	"	16	2,076	
23	"	18	2,405	
24	"	19	1,947	
25	"	21	3,047	
26	"	22	2,696	
27	"	23	2,425	
28	"	24	1,681	
29	"	25	1,683	James W. Mason
30	"	26	483	Timothy Flint
32	"			Henry Bry
33	"			Job W. Downs
10	"			Richard King (Bowie)
				Graunnt Filliol
				Hardy Holmes
				Alfred Ferrand
				Jas. H. Brigham
				Wm. B. Fort
				Henry O. McEnery
				Jas. L. Stokes
				H. M. Hyams
				J. W. B. Thompson
				Richard King
				Jno. Bres & Son
				Andrew Kincaid

Lots, with their contents, which fell to Hy. Turner.

Plat No. 1.		Plat No. 2.		
Numbers.	Average contents.	Numbers.	Approximative contents.	
No. 4	4,666⅔	No. 4	2,360	James Woolage
5	"	5	2,228	Jno. T. Foulke
6	"	6	2,380	Jno. T. Foulke
9	"	9	1,401	Robert Caldwell
17	"	17	2,801	
20	"	20	2,670	
31	"			
				Harriet Flower
				D. T. Stirling
				Cæsar A. McLaughlin
				Same and R. F. McGuire
				James Killam
				J. H. Brigham and C. McLaughlin

[SCHEDULE A.]

and Henry Turner respectively; what land sold, and what still owned by D. W. Coxe

and the purchasers.

Plat No. 1.

Numbers.	Average contents.
No. 28, E. fraction.	240
7	4,666⅔
24	"
19	"
30	"
27	"
26	"
25	"
23	"
28	"
8	"
18, (part of)	500

Plat No. 2.

Numbers.	Approximative contents.
No. 11 and S. ½ 10	4,087
14 and 15	5,232
12, west half	1,739
Lot M. R.	1,300
No. 19, part	80
8	1,282
12, west half	1,989
16, W. fract.	300
1, N. ½	860
1, S. ½	1,000
24 and E. ½ 23	2,363
22, N. W. fr.	550
26	483
25	1,865
19	1,947
20, part	613
20 "	613
21 "	613
7	2,370
3	1,650
23, part	850

Plat No. 3.

600 arpens.
200 "
200 "
160 "
unknown.
862½ arpens.

Lands still in D. W. Coxe's possession.

Plat No. 1.

Numbers.	Average arpens.
Lot No. 3,	containing 4,666⅔, arpens.
20,	" " bo't from Turner.
31,	" " "
12,	" "
13,	" "
14,	" "
15,	" "
16,	" "
21,	" "
22,	" "
29,	" "
32,	" "
33,	" "
18,	less 500 arpens, 4,166⅔
17,	containing 4,666⅔, bo't from Turner.
Total in arpens	- - 69,500

Plat No. 2.

Lots.	Approximate arpens.
Lot 2,	containing 3,287 arpens.
S. ½ of lot 3,	" 550 "
E. ½ of lot 12,	" 2,121 "
E. ½ of lot 13,	" 2,104 "
Most of lot 16,	" 1,776 "
Lot 18,	" 2,405 "
21,	" 2,434 "
20,	" 1,444, bo't fm. Turner.
Most of lot 22	" 2,146 arpens.
Lot 17,	" 2,801, bo't fm. Turner.
Etier claim, lot 23, } Do. lot 24, }	" 800
Total in arpens	- - 21,868

Plat No. 3.

Arpens.
About 3,000 arpens.

RECAPITULATION.

The result of these detailed tabular views is as follows:

Plat 1.—Dinsmore's survey contains 140,000 arpens, lying on the west side of the river, being the Pine Hill land, and was divided, *and was divided* for partition in 31 lots, of which D. W. Coxe drew 24, and Henry Turner 7.

Coxe's 24 lots contained - - 107,333⅓ arpens.
Turner's 7 lots contained - - 32,666⅔ "

140,000

Of Coxe's 24 lots, he has sold 9, and made a donation of 1, making 10 lots disposed of, which, at the average of 4,666⅔ per lot, equals 46,666⅔ arpens; which, deducted from 107,333 , the quantity originally drawn, leaves a balance of 60,666 arpens; to which must be added 14,000 arpens, contents of 3 lots drawn by Turner, but since acquired by Coxe.

Total now owned by Coxe - - 74,666 arpens.

Plat 2.—Was divided into 27 lots, lying on the east side of the river, containing 60,000 arpens; of these, D. W. Coxe drew 20, and Henry Turner 7; of his portion, D. W. Coxe has sold about 31,786 arpens. He bought largely from Henry Turner in his lifetime, and estimates the land which he now owns at about 22,000 arpens.

Plat 3.—Above the town of Munroe, was never partitioned, and is held undivided between Coxe and Henry Turner's heirs. It contained, by Dinsmore's survey, upwards of 10,000 arpens. Mr. Coxe has sold a portion of his interest in this plat, and supposes he now owns about 3,000 arpens therein.

And afterwards, to wit, on the third day of July, in the year of our Lord eighteen hundred and forty-three, the following entry was made of record, to wit:

UNITED STATES
vs.
R. KING et al. } No. 1070.

This cause came on for trial this day, Balie Peyton, esq., U. S. dist. att'y., appearing for the plaintiffs, and Ls. Janin, esq., for the defendants. Whereupon, after the case had been opened, and some progress made, its further consideration was postponed until Wednesday, the 5th July, inst., at 10 o'clock, A. M.

And on the said 5th July, the following entry was made of record, to wit:

UNITED STATES vs. R. KING et als. } No. 1070.

The trial of this cause was this day resumed by the court, the dist. att'y appearing for the plaintiffs, and Lewis Janin, esq., for the defendants. Whereupon, after some considerable progress, and the hour of three o'clock having arrived, the further hearing of the case was continued until to-morrow, the 6th inst., at nine o'clock, A. M.

And on the 6th of July aforesaid, the following entry was made of record, to wit:

UNITED STATES vs. R. KING et als. } No. 1070.

The hearing of this case was this day resumed by the court. Whereupon, after all the evidence had been introduced, and the counsel had closed their arguments, the case was submitted to the court upon briefs to be furnished.

And afterwards, to wit, on the 10th of July, A. D. 1843, the following opinion was delivered by the court, to wit:

Circuit Court of the United States, east. dist. of Louisiana.

UNITED STATES vs. R. KING et al. } No. 1070.

The court having maturely considered the law and the evidence in this case, doth now order, adjudge and decree, that the plaintiffs' petition be dismissed, and that the grant made by the Baron de Carondelet, as the governor of Louisiana, on the 20th June, 1797, to the Marquis de Maison Rouge, be and the same is hereby declared valid; that the said Richard King, the defendant, and the said Daniel W. Coxe, warrantor, be and they are hereby declared and recognised to be the lawful owners of the parts of the said grant held by them, as described in the answer of the said Richard King, and in the schedule "A," and that they be quieted in the ownership and possession of the same.

Signed THEO. H. McCALEB,
U. S. Judge.

And be it remembered that, upon the trial of this cause, the following documents were offered and read in evidence.

Testimony of Ben Winchester.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, to M. M. Cohen, United States commissioner:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you

call and cause to come before you, Judge B. Winchester, and him duly examine, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein the United States are plaintiffs, and Richard King is defendant; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this eighth day of April, anno domini 1843, and [L. S.] the sixty-seventh year of the independence of the United States of America.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Deposition of witness produced, sworn and examined by virtue of the annexed commission, on the 8th day of April, 1843, in the city of New Orleans, in the parish of Orleans, in the State of Louisiana, before me, M. M. Cohen, commissioner named in the annexed commission, in a certain cause now depending in the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, between the United States and Richard King on the part of Coxe, called in warranty.

B. Winchester being produced and sworn, answers as follows: That he was well acquainted with the late Thomas Freeman, surveyor of the lands of the United States, south of the State of Tennessee, from the year 1815 to the time of his death. Deponent is well acquainted with his handwriting, having often seen him write, and he recognises the signature of Thomas Freeman to the document marked A, also the manuscript portion as having been written and signed by said Freeman. Deponent has also examined the document B, annexed to this deposition, and recognises it as the writing of said Freeman; he also recognises the signature affixed to said document B, as that of the said Thomas Freeman.

Signed BEN WINCHESTER.

Sworn to and subscribed at the place and on the day first aforesaid. Signed, M. M. COHEN,
Commissioner.

I do hereby certify, that Ben Winchester was by me sworn to declare the truth on the questions put to him in the cause; that interrogatories were put to him, and his answers thereto taken in writing and subscribed by him, in my presence, on the day and at the place in that behalf first aforesaid.

Signed, M. M. COHEN,
Commissioner.

Document A, annexed to the foregoing depositions.

Thomas Freeman, surveyor of the lands of the United States south of the State of Tennessee, to all whom these presents may concern:

Be it known, that I appoint *John Dinsmore, esq.*, a deputy surveyor in *the land district north of Red river, State of Louisiana*, hereby authorizing and empowering him to execute and fulfil the duties of that station according to law, and to have and to hold said appointment, with all the rights and emoluments thereunto legally appertaining, during the pleasure of the surveyor of the lands of the United States, south of the State of Tennessee, for the time being.

Given under my hand at the suveyor general's office, in the town of Washington, the 14th day of *April*, one thousand eight hundred and *nineteen*.

Signed, THOMAS FREEMAN.

Document B, annexed to the foregoing depositions.

You are hereby directed to survey the claim of Maison Rouge, near Fort Miro, on the Ouachita. That claim shall be surveyed, (as all other private claims are) agreeably to its original location, and the resurvey thereof returned to this office for examination. You will call at this office on your way to perform the duties of your appointment, for the purpose of being legally qualified, and receiving such further instructions as may be deemed necessary.

Signed THOMAS FREEMAN,
Surveyor General.

SURVEYOR'S OFFICE, *Washington*, *April* 14, 1819.
JOHN DINSMORE, ESQ.

Document F. Statement of Judge Bullard, and documents annexed, A to K.

I was for a short time, jointly with Isaac Thomas, the agent of Daniel W. Coxe, esq., of Philadelphia, in relation to his landed interests in Ouachita, and particularly as part owner of the large grant to the Marquis of Maison Rouge. While acting in that capacity, taxes were paid on our drafts, which had been assessed upon those lands. Documents, which I have lettered A, B, C, D, E, show these payments. They are signed by me, and most of them by Isaac Thomas. I know the signature of Henry Bry, having often seen him write. His signature to documents F and G is genuine. I know also the handwriting of John Hughes, deceased. He signed document H. I was also well acquainted with the signature of M. P. Flint, who succeeded us in the agency. Documents I and J are signed by him. I am also familiar with the signature of Thos. Bryan, late sheriff of the parish of Catahoula, and recognise his signature to document K. It is also to my knowledge that Mr. Coxe

paid for opening a road through a part of the grant, in conformity with the police regulations of the parish of Ouachita. How much was paid, I do not remember.

Signed, H. A. BULLARD.

Document A, annexed to the foregoing statement.

ALEX'A, *May* 30, 1827.

D. W. COXE, esq., *Philadelphia.*

At sight, please pay to the order of J. Thomas, one hundred and twelve dollars, it being the balance of State and parish taxes due the sheriff of Ouachita, for 1826, on the land of D. W. Coxe, esq., and charge the same to account of Mr. Coxe.

Signed, H. A. BULLARD,
J. THOMAS,
Agents of D. W. Coxe.

Endorsed—Pay to order of Thos. Wilson, cashier.

Signed, J. THOMAS.

Pay to order of J. Andrews, 1st ass't cashier.

Signed, THOS. WILSON, *Cashier.*
J. ANDREWS, *1st ass't Cashier.*

Document B, referred to in Judge Bullard's statement.

$126\frac{12}{100}$ ALEX'A, *March* 30, 1827.

At sight, please pay to J. Morgan, or order, sheriff of the parish of Ouachita, one hundred and twenty-six dollars twelve and a half cents, in part of Mr. Coxe's taxes for 1826, and charge to his account.

Signed, H. A. BULLARD,
J. THOMAS,
Agents of D. W. Coxe, Esq.

Endorsed—Pay to J. Lovell.

Signed, J. MORGAN.

Pay to Dan'l P. Ruff.

Signed, J. LOVELL.

Pay to the order of Thos. Wilson, cashier.

Signed, DAN'L P. RUFF.

Pay to the order of J. Andrews, 1st ass't cashier.

Signed, J. ANDREWS, *1st Ass't Cashier.*

Document "C," referred to in Judge Bullard's statement.

ALEXANDRIA, *May* 30, 1827.

At sight, please pay Thomas Bryan, sheriff of the parish of Catahoula, forty-two dollars, for his orders for the taxes of D. W. Coxe, esq., for that year, due in the year 1826, and charge to account of Mr. Coxe.

Signed, H. A. BULLARD.
J. THOMAS,

J. W. ZACHARIE, esq., *New Orleans.* *Agents.*

Endorsed—Pay to Felix Arnaud, treasurer of the State of Louisiana, or order. Signed, THOS. BRYAN.

Pay to order of Thos. Wilson, cashier.
Signed, FELIX ARNAUD, *Treasurer.*

Pay to order of J. Andrews, 1st ass't cashier.
Signed, THOMAS WILSON, *Cashier.*
J. ANDREWS, 1*st Ass't Cashier.*

Document "D," referred to in Bullard's statement.

At sight, please pay to the order of Thos. Bryan, esq., the sum of forty-three dollars and eight cents, the amount of taxes due by D. W. Coxe, esq., in the parish of Catahoula, for the year 1827, and charge the same to account of Mr. Coxe.
Signed, H. A. BULLARD.
Agent of D. W. Coxe, esq.

S. JAUDON, esq., *New Orleans.*

NEW ORLEANS, *January* 13, 1829.

Endorsed—Received payment, 15th Jan., 1829.
Signed, THOS. BRYAN.

Document E, referred to in Judge Bullard's statement.

$50 ALEXANDRIA, *Dec.* 20, 1827.

Mr. JAMES W. ZACHARIE,

SIR: At ten day's sight, pay to Charles T. Scott, or order, fifty dollars, being the price allowed to John D. Thomason, for cutting out the road on Daniel W. Coxe's land, in the parish of Ouachita. Signed, J. THOMAS,
H. A. BULLARD,
Agents of D. W. Coxe.

Endorsed—Pay to James Normint, or bearer.
Signed, CHARLES T. SCOTT.

Received payment of the within from S. Jaudon.

NEW ORLEANS, 10*th July*, 1828.
Signed, A. W. BURGESS,
For JAMES NORMINT.

Document "F," referred to in Judge Bullard's statement.

$70 OUACHITA, 7*th February*, 1820.

Three days after sight, please pay to the order of Mr. Peter Surzeneau, the sum of seventy dollars, for so much due me by Messrs. Coxe & Turner, for the road on their land in this parish, for 1819.
Signed, H. BRY.
R. RELF, esq., *New Orleans.* SURZENEAU.

Endorsed—Seventeen dollars and fifty cents, paid by H. Turner.

Document "G," referred to in Judge Bullard's statement.

$379 50 OUACHITA, 25*th Nov.*, 1819.

Three days after sight, please pay to Jonathan Morgan, or his order, the sum of three hundred and seventy-nine dollars and fifty cents, it being the amount of the State and parish tax for the present year, on the land of Messrs. D. W. Coxe & H. Turner, situated in this parish, and pass it as per advice.

Signed, H. BRY.

RICHARD RELF, esq., *New Orleans.*

Endorsed—Pay the amount of the within to Jno. Hughes.

Signed, JON. MORGAN.

Received, January 11, 1820, the within amount of three hundred and seventy-nine dollars fifty cents.

$379 50 Signed, JNO. HUGHES.

Document H, referred to in Judge Bullard's statement.

Received, Alexandria, 4th May, 1826, of Isaac Thomas, and H. A. Ballard, esqrs., the sum of two hundred and thirty-six dollars and twenty-five cents, being the amount of State and parish taxes assessed on land taxed to Daniel W. Coxe, in the parish of Ouachita, for the year eighteen hundred and twenty-five.

$236 25 Signed, JNO. HUGHES,
For JONATHAN MORGAN, *Collector.*

Document "R," referred to by Judge Bullard.

HARRISONBURGH, *Dec. 26th*, 1831.

DEAR SIR: Enclosed you have the amount of D. W. Coxe's taxes, receipted, which you will please remit me by return of mail. I remain, with due respect, your ob't servant.

Signed, THOMAS BRYAN.

M. P. FLINT, esq.

Received of M. P. Flint, esq., seventy dollars and forty cents, in full of the State tax due by Daniel W. Coxe, for the year 1830, and the State and parish tax for the year 1831.

Signed, THOMAS BRYAN,
Sheriff of the parish of Catahoula.

State tax for	1830,	$27 95
do	1831,	27 95
do parish	do	14 50
		——$70 40

$289 NEW ORLEANS, *May* 7, 1833.

Ten days after sight, pay the order of Messrs. John Hagan & Co. two hundred and eighty-nine dollars, for value received, which charge to account of your taxes for the Maison Rouge grant.

Signed, M. P. FLINT.

DANIEL W. COXE, esq., Philadelphia.

Endorsed—Pay to Messrs. Jackson, Riddle & Co., or order.

Signed, JNO. HAGAN & CO.

Received the within for Jackson, Riddle & Co., May 24, 1833.
Signed, PHILIP MESSERRY.

Translation.—Document G.

Sale to Maison Rouge from Compelly.—Extract from the records of the registry of Ouachita.

No. 5. In the year one thousand seven hundred and ninety-six, and the eleventh day of July, before me, Jno. Filhiol, captain of militia, civil and military commandant of the post of Ouachita, in presence of the witnesses undersigned, personally came and appeared, Mr. Joseph Conpelly, merchant of this post, who, of his own free will and accord, and in the best form which may validate in law, sells and transfers, with guarantee from mortgage, to the Marquis de Maison Rouge, here present and accepting, the tract of land which he has at the spot called Prairie Rendee, containing six arpens front upon the river, and forty in depth, which he purchased, by act passed in this office, on the fifth April, one thousand seven hundred and ninety-three, from a certain Louis Charbonneau, who purchased it in the same way, on the second of October, one thousand seven hundred and ninety-two, of Mr. Larent Cavet, who had it by a grant.

The said plantation, such as it now stands, including thirty quarters of corn, which the purchaser acknowledged to have received from the vendor, for the price and sum of three hundred and thirty dollars, which said purchaser obligates himself to pay unto the vendor, in the course of December next.

Said vendor reserves to himself, should he not be satisfied at the said time, of the said purchaser, to have the right to resume the possession of the said plantation, without needing recourse to any tribunal, and that in this case, the said purchaser will not have the right, by any means, to carry away, or destroy any thing that he may have made on the premises, which may increase the value of the said plantation, under pain of being prosecuted for the same, together with costs, damages and interest. In consideration whereof, the said vendor renounces all right and pretensions to the said plantation, in favor of the said purchaser, understanding and intending that he and his assigns may enjoy it as his property. For such was the agreement of the parties, in good faith, protesting and renouncing every thing to the contrary, in the presence of Mr. De la Baume and Joseph Nicholas, who have signed, together with the purchaser, and me, the commandant, the day and year aforesaid. Mr. Conpelly, the vendor, unable to sign, made his mark as usual, which is a cross.

Ordinary mark of
JOSEPH ✕ CONPELLY,
Signed, DE MAISON ROUGE,
DE LA BAUME,
JOSEPH NICOLAS,
FILHIOL.

In the year one thousand seven hundred and ninety-seven, and the twenty-fourth of January, afternoon, before me, the aforesaid commandant, in the presence of the witnesses undersigned, came and appeared, Mr. Joseph Conpelly, who declared to have received of the Marquis de Maison Rouge, the sum of twenty-seven Portuguese two dollars, and six rials, which, by weight, forms the sum of two hundred and six dollars and six rials, cash; also a double barrelled gun, for the sum of twenty-five dollars, and finally, an order upon Mr. Merriult, at New Orleans, for the sum of ninety-eight dollars and two rials, the whole forming the sum total of three hundred and thirty dollars, which is the price of the plantation mentioned on the other side: wherefore the said Mr. Conpelly acknowledges the receipt of the same from Mr. de Maison Rouge, and renounces all his rights and claims to the said plantation, understanding and intending that the said purchaser and his assignees may enjoy it as his property, protesting and renouncing any thing to the contrary, in the presence of Messrs. Charles Frederick Racine and Joseph Nicolas, who have signed with me, the commandant.

Mr. Conpelly, unable to sign, made his usual mark, at Fort Miro, the day and year above written.

Signed on the original, Usual mark of
JOSEPH ⋊ CONPELLY,
Signed, CHARLES FREDERICK RACINE,
JOSEPH NICOLAS,
FILHIOL.

I certify the present copy correct, and truly conformable to the original, among the records of this office.

Signed, FILHIOL.

Fort Miro, 25*th January*, 1797.

Translation.—Document "R."

Due bill of Maison Rouge,

Good for the sum of eight dollars and a half, which I will pay, in all March next, to Mr. Pierre Oliveare, or order, value received in a hog in the prairie Desjard, the 29th December, 1797.

Signed, DE MAISON ROUGE.

Endorsed—Received through Mr. Dominique Bouligny, in presence of the witness undersigned, the party not knowing how to sign.

Witness signed, PRIEUR.

Ouachita, 20*th April*, 1800.

Translation.—Document "S."

Maison Rouge's order, favor of Conpelly.

I request Mr. Merrieult, merchant at New Orleans, to pay to Mr. Conpelly, or his order, the sum of ninety-eight dollars two rials,

from the funds he has of mine, in final payment of the plantation which he sold me at Fort Miro. The twenty-fourth Jan'y, 1797.

Signed, DE MAISON ROUGE.

Endorsed—Received thirty-seven dollars and four rials, in part payment of the order on the other side. The party not being able to write, at his request, I sign.

Signed, FR. JUAN BRADY.

Witness Signed, PRIEUR.

OUACHITA, *April* 22, 1800.

Translation.—Document "T."

Passport to Maison Rouge.

The Baron de Carondelet, knight of the religion of St. John, brigadier of the royal armies, governor vice-patron of the provinces of Louisiana, West Florida, and inspector of the troops thereof, &c., &c.

It is hereby permitted Messrs. De Maison Rouge, De Breard's, and other persons of their suite, to pass on to Ouachita, to examine its position, and there to form a settlement. In consequence, Mr. de Filhiol will afford them every assistance, and the information necessary for that object.

Given in our government house, at New Orleans, this 1st day of January, one thousand seven hundred and ninety-five.

Signed, The BARON DE CARONDELET.
ANDREW LOPEZ ARMESTO.

Document H.

Lease of Clarke's executors to Wm. Laniens.

The indenture made this first day of May, 1816, between B. Chew and R. Relf, executors of Danl. Clark and Henry Turner, of the one part, and William Laniens of the other part, witnesseth, that the said executors and Turner, for and in consideration of the yearly rent, covenants, provisos, conditions and agreements hereinafter reserved and contained by and on the part and behalf of the said William Laniens, his heirs, executors, administrators and assigns, to be paid, kept and performed, have demised, leased, let and to farm letten, and by these presents do demise, lease and to farm let unto the said William Laniens, all that tract or parcel of land situated in the parish of Ouachita, on the waters of the Ouachita river, containing six acres front on the said river, with usual depth; being part of the grant to Marquis Maison Rouge, by the king of Spain, whereon the said William Laniens at present resides: to have and to hold the same land and premises hereby demised, with every of its appurtenances, unto the said William Laniens, his heirs, &c., from the day of the date hereof, for and during the full end and term of five years next ensuing, and fully to be com-

plete and ended, yielding and paying therefor, yearly and every year, during the said term hereby demised, unto the said Chew and Relf, and Henry Turner, their heirs, executors and administrators, the yearly rent and sum of twenty-six dollars, on the first day of the month of January; the first annual payment to become due and payable on the first day of January, next ensuing the date hereof.

And the said William Laniens, in consideration of this demise, doth, for him and his heirs and assigns, covenant and agree, that he will, at his own proper cost and charges, during the first and second years of this lease, cause to be cleared and enclosed with a good fence, of at least five feet high, the quantity of eighteen acres, and build a good dwelling house, of wood or brick, to be at least sixteen feet long, and twelve feet wide, and finish the same with a chimney, and one fire-place at the least, and erect all other needful out-houses suitable for a tenement and plantation; and shall also plant at least fifty fruit trees of peach, apple and figs, and at the expiration of the said term, quietly and peaceably surrender and deliver up the said demised premises, in good repair and tenantable condition, to the said Bev. Chew and Richard Relf and Henry Turner, and their heirs, executors, &c., and during the said term, the said William Laniens shall do no waste, nor suffer any to be done, on the said demised premises, nor cut and carry away, nor suffer to be cut and carried away, any timber from off the said demised lands, but only so much as shall be necessary for the use of the fencing, buildings and firewood of the said tenement.

In witness whereof, they, the said parties, have signed duplicates of the same tenor and date, the day and year first above written.

Signed, BEV. CHEW, *Executor.*
DANL. CLARK, *deceased,* [SEAL.]
HENRY TURNER, [SEAL.]
Sealed and delivered in the presence of } WILLIAM LANINS. [SEAL.]
Signed, J. M. BRY.

Statute of the State of Louisiana, entitled "an act to create a surveyor general and parish surveyors in the State of Louisiana. (Approved March 18, 1818.)

Section 1. Be it enacted by the Senate and House of Representatives of the State of Louisiana, in general assembly convened, that there shall be a surveyor nominated, and by and with the advice and consent of the senate, commissioned by the governor, for each and every parish of this State, who shall reside in the parish of his appointment; the one appointed for the parish of Orleans, being, ex officio, surveyor general of the State; and the said surveyors, before they enter on the duties of their office, shall produce their commissions in the parish court of the parishes for which they shall have been respectively appointed, and there, in open court,

take oath, and well and truly perform and execute the duties of their office; and moreover shall give bond, with good and sufficient security, to be approved of by the said courts respectively, to wit: the surveyor general, in a sum of six thousand dollars, and the other surveyors in a sum of two thousand dollars, payable to the governor for the time being, or his successors in office, and conditioned for the due performances of the duties of their office.

Section 3. As soon as the surveyor general shall have taken the oath prescribed by this act, he shall cause to be delivered to him by the secretary of State, on an inventory, all the books, papers, records, drawings, plans, plats, warrants and certificates of surveys, and all other papers purchased by the State, from the estate of the late Charles Trudeau, and the same shall be deposited in his office, and at the foot of a duplicate of said inventory, which shall remain deposited in the office of the secretary of State, the said surveyor general shall give his receipt of the aforesaid documents.

Document L.

Translation of the letter of J. V. Morales, of 26th August, 1796.

Under this date, I have written to the commandant, John Filhiol, as follows:

By the certificates which you sent me in behalf of the individuals who were brought here lately by the Chevalier Breard, I learn that there were among them many single men, who cannot, therefore, be considered as composing families, and, consequently, they ought not to have received the $100 stipulated in the 1st article of the contract which the Marquis of Maison Rouge made with the governor and intendant of this province. On this occasion, we passed over this irregularity in order to avoid disputes in future, it being inconsistent with the spirit of the contract, and of no use to the interests of the king, to spend the public money on individuals who, having no inducements to remain in the country, could leave it with the same facility they came. It must not occur again; and inform the marquis that there are no funds in the public treasury destined to that object; and that, as soon as he has completed the number of thirty families which he contracted for, nothing will be paid out of the royal treasury to any who should exceed that number, and who wish to come and establish themselves in this district; and you will consider youself instructed to this effect, and conform to it in future, advising me in conformity of what is done in the premises. I consider you as the agent, and authorized to act for the Marquis of Maison Rouge, in the business of bringing families to that post, and, therefore, communicate this for your government and information. The Lord preserve you many years.

Signed, JUAN VENTURA MORALES.

To Mr. Augustus de Breard.

New Orleans, 26*th August*, 1796.

Document "P."

Translation of letter of Morales, of June 9, 1797, to the Marquis de Maison Rouge.

Having sent to the assessor (or legal adviser) the representation which you addressed to me the 1st instant, wherein you offered various remarks upon my having refused to pay Mr. Augustus Breard the $200 which he demanded for the two servant men of the Chevalier D'Anemoms, together with the other documents on which you ground your opinion, he returned me the following answer on the 7th instant:

"Mr. Intendant General:

"I cannot change and divide my decision which you made known to the governor in the answers which I recollect, and on which I grounded my determination at the time."

Unless it had been considered quite unnecessary, the pressure alone of business which surrounded that officer must have prevented his descanting more at large upon that point. Similar motives justify my not entering into further arguments, and compel me to inform you that there are two reasons why the $200 before mentioned cannot be allowed: the 1st is, because we understand that nothing is to be paid to the persons referred to in the 5th article of the contract until separated from the service of him who engaged them; and, 2d, because, although it might not be the case, the fact of the persons being Englishmen, which the Chevalier D'Anemoms had with him, precludes them from the benefit granted to French emigrant families, in whose name you contracted.

If you object to these reasons, it remains for you to have recourse to his majesty, who will decide according to his royal pleasure.

The remarks which you submit to me, having been communicated to the government, whether bachelors should not be admitted at Ouachita, I do not consider altogether unfounded. Every thing has its argument for or against, which has weight according as it concerns us; but yet you will not deny that it will be much more secure not to admit or allow any other class of persons than such as are attached and bound by some of those inducements which compel men to remain in the place they select for a domicil, and who thus would find it difficult to leave their establishment. I doubt not that your intentions are the best for the interest of my august sovereign; that with this object, besides the convenience of living under his wise laws, you formed your plan; and I cannot disguise my belief that it would be very useful for Spain to plant an extensive settlement in Ouachita to protect the possession of the kingdom of Mexico, but I cannot admit, with all this reasoning, that your project will be the best and most advantageous to effect that purpose—far from it. I entertain the opinion that, if the

government desires to benefit by the present circumstances, they can accomplish their ends without great expense. God preserve you.

Signed, JUAN VENTURA MORALES.

S'ñr MARQUES DE MAISON ROUGE.

NEW ORLEANS, *June 9th*, 1797.

Translation.—Document "M."

Letter of Francisco Rendon to the Marquis de Maison Rouge.

NEW ORLEANS, *August* 12, 1795.

SIR: I have received the honor of your letter of the 25th June last, with a statement of the families. Your perseverance, in the opinion you have formed of the excellence of the lands you inhabit, and which you are going to make flourish for the happiness of this province, as well as for those in its neighborhood which ought to partake of these advantages, ought to animate you to make the greatest efforts to effect its early accomplishment. The picture you draw of these enchanted places convinces me of the solidity of your judgment, and of the fortunate selection you have made in your plan, as well as of the facility of means to carry it into execution in all its branches.

I have paid Mr. Merieult the 300 dollars for Alexander Laurent, Peter Relè, and James Fèret.

By this opportunity, I inform the commandant of what is to be done when any new family arrives—giving him distinctly to understand that, if the least formality or a certificate is wanting, and not conformable to the copy which I send him, no payment whatever will be made from the royal treasury.

I have the honor to be, with respect, sir, your very humble and most ob't servant,

Signed, FRANCISCO RENDON.

Mr. DE MAISON ROUGE.

Document "O."

Translation of a letter of Andrez Lopes Armesto, secretary of the Spanish government, to the Marquis de Maison Rouge.

SIR: In order to fulfil the necessary formalities in financial matters, it will be necessary for Mr. De Breard to send me a list of the individuals who arrive at Ouachita, with a detailed statement of the things and articles which they carry.

I have the honor to be, sir, your very humble and very obedient servant,

Signed, ANDRES DE ARMESTO."

2*d April*, 1795.

Document "Q."

Contract of Maison Rouge with Alex'r Lawrence, of date 15th May, 1795.—Translated from the French.

In virtue of a contract, made this 17th day of March, 1795, between Messrs. the Baron de Carondelet, De Rendon, Orue, and De Maison Rouge, we, Joseph de Maison Rouge and Alexander Lawrence, an Irishman, of the Roman Catholic persuasion, have agreed as follows, to wit:

That I, Lawrence, bind myself to work for account of Mr. De Maison Rouge, at my trade of a farrier and locksmith, at Ouachita, for one year, commencing on the 1st of June next, on condition that the said Maison Rouge will maintain me conveniently, pay me one hundred hard dollars at the end of the year, or give me and put me in possession, within that period, of two hundred arpens of land, leaving it to his generosity, if he is satisfied with me, to compensate me more liberally. To which terms and conditions, I, De Maison Rouge, consent and bind myself.

Signed in duplicate, under our hands, at Natchez, in presence of Mr. De Grand Pré, governor pro tempore of the post of Natchez, the fifteenth of May, seventeen hundred and ninety-five.

Signed, DE MAISON ROUGE,
ALEXANDER LAWRENCE.

Having caused to be read and translated into English the contents of the annexed contract, and asked the party if he agreed to the conditions therein stipulated, the said Alexander Lawrence answered yes; and I have signed it, at the request of the party, for the purposes therein set forth, the day and year aforesaid.

Signed, CHARLES DE GRAND PRE.

Translation.—Document "W."

Will of Maison Rouge.

In the name of God Almighty, who lives and reigns without beginning or end, amen.

Be it known to all who shall see this, my last will and testament, that I, Joseph de Maison Rouge, born in Paris, established in Ouachitta, legitimate son of Louis de Maison Rouge and of Catalina de Villeneuve, both of the city of Paris, though ignorant of their being now alive, being sick abed, in full possession of my memory and understanding, as God our Lord has been pleased to give me—believing, as I truly believe, in the great and sovereign mystery of the most holy Trinity, Father, Son and Holy Spirit, three persons really distinct, and one real essence, and in the incarnation of the divine word, made man for our salvation, in the most holy bowels of the Virgin Mary, our lady, his passion and death, and in the other articles and mysteries which our holy

mother, the catholic apostolic church of Rome, holds, believes, preaches, and teaches, regulated and governed by the Holy Spirit in the faith and belief whereof I have lived, and shall continue to do till I die; fearing death, which is natural to all creatures, the hour uncertain, but knowing that mine is to come, I am desirous to make my will; and, for its greater validity and security, I invoke the assistance of the sovereign queen of angels, our most holy lady Mary, that she may intercede for me with her excellent, precious Son, to forgive the enormity of my sins and put my soul in the way of salvation; by whose divine intercession, intervention, and promises, I ordain and direct it in the form which follows:

First.—Recommending my soul to the same Lord God who gave it to me, and created and redeemed it at the price of his most precious blood, passion, and death, I implore him, by the most holy bowels of his divine mercy, that he will pardon it and send it to eternal rest among the chosen, for which it was created.

My body I order to be placed in the earth, out of which it was made; and, when I die, I desire to be buried in the plainest manner, and that my funeral shall take place in such place as my executor chooses, to whom I leave the management of the rest of my funeral and interment, in order that he may act as to him appears best—such being my will and pleasure.

I also direct that three masses be said for the rest and repose of my soul, for each of which three bits or rials shall be paid once, and to each of the donations into which my goods and effects are divided.

I also declare that I am a bachelor, that it may so be made manifest and certain. I also declare and make known that I possess property in Paris, Berry, and Querry, which was confiscated, of which I possess no documents to establish my claim.

I also declare that I possess, in Ouachita, a house and land, which I give and bequeath to my servant maid, called Maria, an Irish woman, such being my wish and pleasure.

I also declare that I owe some small sums to my work people, which I desire to be paid from the present harvest.

I also name as my executor and property holder Mr. Louis Bouligny, whom I empower and give authority to, after my death, to take possession of my goods and property, without the intervention or interference of judicial proceedings; to make inventories, valuations, and sales thereof; to appoint such appraisers as he chooses, and to adopt all necessary proceedings until my mortuary affairs are concluded and wound up; for which purpose, I postpone and extend the year of executorship, and further time which may be necessary for that purpose; and such is my will and pleasure.

I also declare that I have, at the house of Don Pedro, all the articles necessary to build a saw mill for cutting plank, and a pump auger.

I also desire and declare that, in the donation which by this will

I make to my servant maid Maria of a house and land, there is only included five acres front, by the usual depth, and the aforesaid house, and not the rest, or other land; such being my will and pleasure.

And the residue and remainder of my goods, rights, and actions, as well within as out of this province, in case my parents are dead, I constitute and name, for my sole and universal heir, the aforesaid Louis Bouligny, in order that, after my decease, he may have and inherit them, with the blessing of God and myself; and such is my will and pleasure.

I revoke and annul, and declare void, cancelled, of no value nor effect whatever, any other wills and testamentary dispositions I may have heretofore made by word, or in writing, which I desire no faith or value shall be attached to, saving and excepting this, which I at present authorize and declare in such manner and form as may stand good and right.

In faith of which, this instrument is dated in the city of New Orleans, the 26th of August, one thousand seven hundred and ninety-nine.

I, the notary, give faith to and know the declarer, who, to appearance, possesses his natural judgment, memory, and understanding, and signed it in the presence of Don Andres Lopez de Armesto, honorary commissary of war and secretary of this government, Dn. Pedro Gondillo, and Dn. Vizente Texeiro Lientard, inhabitants.

DE MAISON ROUGE.

VIZ'TE FERNANDEZ TEXEIRO,
PEDRO GONDILLO,
ANDREZ LOPEZ DE ARMESTO.

Before me, PEDRO PEDESCLAUX, *Notary Public.*

This agrees with the original, to which I refer.

NEW ORLEANS, the third of July, one thousand eight hundred and seven.

[SEAL.] PEDRO PEDESCLAUX, *Notary.*

Translation—Document "M M."

Depositions of Jean Filhiol in the suit of Jno. Maison Rouge vs. Louis Bouligny.

This twenty-fifth day of September, the examination of witnesses in the suit of Jean Maison Rouge and others vs. Louis Bouligny and others, was continued. Personally came and appeared Mr. Jean Filhiol, who being duly called and sworn, made the following answers to the questions proposed by the plaintiffs, as before mentioned, viz.

1st answer. I have never known, nor do I now know personally, either the plaintiffs or the defendants; subsequent to the death of the marquis, Dominique Bouligny presented himself to me as le-

gatee of the marquis; I took him for Louis Bouligny, and acted accordingly with him, and the more readily, as Louis Bouligny had written to this place that he was to come here very soon to superintend the business of that estate.

2d answer. I have known the marquis during his residence in Ouachita.

3d answer. I knew a certain Mary Fair, who was the housekeeper or servant of the marquis, who had children during her sojourn here: I looked upon her as his housekeeper, and she remained with the marquis all the time that he resided at Ouachita. She remained in the house of the marquis even after his death.

4th answer. I do not know how many children she had during that time; I know but of two twins, of whose names I am ignorant.

5th answer. I never heard the marquis speak of his children.

6th answer. I do not know what was the situation of the marquis' possessions at his death; I only know of the grant which he had obtained of the government; I do not know that there was much owing to him in this country, nor that there was much owing by him here; I believe what he did owe here has been paid; I put Dominique Bouligny, taking him for his brother, in possession of the marquis' estate.

7th answer. The marquis died in town, about the end of 1799; I know nothing of the circumstances relating to the will.

8th answer. As soon as I learned the death of the marquis, I repaired to his former domicil, and there made, as civil commandant of the post of Ouachita, an inventory of the effects of said marquis; I delivered the inventory to Dominique Bouligny, continuing to take him for Louis Bouligny, in order that he might see, himself, what there was; he observed that all had been valued too high, and that he would have another estimate made; consequently he kept the inventory which I had handed to him, and when I asked him, some days after, to return it to me, in order that I might deposit it in the archives under my charge, he told me he had torn it up, as it was a useless paper; I complained to the government of this affront, and as no attention was paid to it, it was at this time and for this reason, that I resigned the command. Furthermore, Dominique Bouligny treated with the same contempt and tore also, as he told me, a power of attorney from his brother Louis, which he had made for the Pomier of this post to represent him; I cannot remember either the different articles contained in the inventory, nor their value, or the general amount of the whole; there is besides no copy here of the inventory; I know no more of this business than what I have explained.

Signed, JN. FILHIOL.

I certify the forgoing to be a true and literal translation of its original in French, being answers to interrogatories put to Mr. John

Filhiol, in the suit entitled John Maison Rouge et als. vs. Louis Bouligny et als., No. 1429.

Signed, D. MORPHY.

Jurat of the officer who took the foregoing depositions.

Sworn to and subscribed before me this twenty-fifth of September, 1817.

Signed, H. BRY, *Justice of the Peace, P. O.*

Clerk's certificate.

STATE OF LOUISIANA, *first judicial district court.*

I certify the foregoing to be a true copy of the deposition of Jean Filhiol, taken under commission from the aforesaid court, before H. Bry, justice of the peace of the parish of Ouachita, and now of record in the said court, in the suit of John Maison Rouge et als. vs. Louis Bouligny et als., No. 1429.

[SEAL.] Signed, T. GILMORE, *Deputy Clerk.*

CLERK'S OFFICE, *New Orleans*, 6th July, 1843.

Grant to Jean Filhiol.

Don Carlos Trudeau, royal and private surveyor in and for the province of Louisiana.

I hereby certify that a tract of land has been verified, measured and staked off, in favor and in the presence of Mr. John Filhiol, containing ten acres front, with the usual depth of forty acres, forming in the whole a superficies of four hundred acres, measured by the perch of Paris, of eighteen square feet of the said city, conformable to the Agrarian measure in this province. Said tract is situated in the post of Ouachita and district of Cheniere au Tondre, or Roblead de Hongos, about five leagues distant from Fort Miro, on the right bank, descending the river. It is bounded [on] all sides by vacant lands of his majesty's dominion. The boundary lines are parallel, running in the bottom to the east, by the actual compass, not calculating its variation, this declining 8° *degrees* to the N. E. at this intersection. The stakes were driven as figured on the plan on the opposite page; all of cypress, five feet long and six inches square, and placed at an acre or thirty toises distant from each other. All which is more fully shown on the plot, where the dimensions and the direction of the boundaries are noted.

This survey was made in compliance with a decree of his lordship, the intendant general, dated 27th January, 1802, notified to me by the notary of the royal treasury, on the 30th of the same month and year.

In testimony whereof, I grant these presents, with the annexed figurative plat, April 12th, 1802.

Signed, CARLOS TRUDEAU.

Entered in book C, No. 3, F. 66, No. 1518 of surveys.
Signed, CARLOS TRUDEAU.

Plat annexed.

LOUISIANA, Año 1802,
Puesto de Ouachita.

[For Plat, see original.]

The above is an extract from a copy taken and certified by Samuel H. Harper, register of the land office of the eastern district of the State of Louisiana.

The original No. 28, of the bundle entitled "*Expedientes Concludos*," making part of the Spanish records relative to the land grants, delivered into said office.

Attested by CHARLES APPE, *Clerk and Tran.*
LAND OFFICE, *Eastern District of Louisiana.*

Resolutions of the legislature of Louisiana of 1842, relating to the Maison Rouge claim.

Whereas the State of Louisiana, for more than thirty years, has experienced serious inconvenience and injury, in the obstruction of the settlement and population of the north-western portion thereof, lying on the Ouachita river, by the delay of the Federal Government to adjust and settle the title of certain large Spanish grants, (so far as the United States were concerned as a party to the treaty of session of 30th of April, 1803, and in violation of said treaty,) and although the board of commissioners established by act of Congress for the investigation and settlement of land claims at Opelousas has fulfilled its duties, yet the Government has delayed the performance of its own obligations, and remained deaf to the repeated applications from this State to settle the aforesaid titles by any final, judicial, or other proceedings in the premises: and whereas D. W. Coxe, of Philadelphia, now the principal claimant or owner of one of said grants, is now here present, (and consenting to waive the rights of plea to the jurisdiction, if any such exists,) ready to enter an appearance in the district or circuit court of the United States, for the eastern district of Louisiana, with an agreement to carry up an appeal or writ of error to the Supreme Court of the United States, at Washington, as speedily as possible, to test and finally settle the aforesaid title, so important in its bearings on the interest and prosperity of the State, and the people

thereof; a mode of adjustment which, it is believed, is as well calculated as any other to do ample justice to all parties concerned: therefore,

Resolved, That the governor of this State be, and he is hereby, requested immediately to forward a copy of these resolutions to the President of the United States, with a respectful request that he will forthwith cause the district attorney of the United States for the eastern district of Louisiana, to institute a suit of ejectment, or petitory action against the said Daniel W. Coxe, present principal claimant or proprietor of the grant made on the 20th day of June, 1797, by the Baron de Carondelet, governor general of Louisiana, to the Marquis de Maison Rouge, on the Washita river, in the State of Louisiana, sometimes known as the Bouligny claim, and recommended for confirmation under the class B, by the report of the said commissioners, No. 16, dated 14th of December, 1812, for the whole of the land embraced in said grant.

Resolved further, That the senators of this State, in Congress, be instructed, and the representatives be requested, to use their influence to have these resolutions carried into effect, by urging upon the President of the United States, and the proper law officers of the Government, an immediate suit against the aforesaid Daniel W. Coxe, in his alleged capacity of claimant, or proprietor of the Maison Rouge grant, who offers to remain for some time in Louisiana, to facilitate the legal process above mentioned, and that the governor be requested to transmit a copy of these resolutions and preamble to each member of the delegation from this State to Congress.

Signed, WM. C. C. CLAIBORNE,
Speaker of the House of Representatives.

Signed, FELIX GARCIA,
President of the Senate.

Approved Feb'y 24, 1842.

Signed, A. B. ROMAN,
Governor of the State of Louisiana.

Copy of Dinsmore's survey.—For plat, see original.

References.

At A, a sweet gum tree, marked L. C. M. M. R.

B, a post from which a pine tree marked M. M. R., bears N. 52° E, 21 links; a black or red oak, marked L. C., N. 27 W. 19 links distant.

C, a post, a red oak, bears S. 15 E. 47 links, and a red oak, S. 43 W. 38 links distant, all marked M. M. R.

D, a post, oak for corner, from which a hackberry bears N. 72 W. 20 [links] distant, both marked M. M. R.

E, a post, from which a white oak bears N. 65 W. 13 links, and a white oak, N. 16 E. 14 links distant, all marked M. M. R.

F, a post, from which a sweet gum marked 22, bears N. 73 W. 63 links, and a sw. gum, marked 22, S. 59 W., 26 links distant.

G, a post.

H, a post, from which a white bears N. 72 E. 15 links, and an elm N. 9 E. 14 links distant, all marked M. M. R. 26.

I, a hickory tree, at the confluence of bayou Calumet with Washita river, marked M. M. R. ≅ 33.

K, a post, from which a pine bears N. 52 W. 14 links, and a pine N. 14 E. 17 links, all marked M. M. R. 33.

L, a post, from which a pine bears N. 13 E. 14 links, and a black oak S. 62 E. 34 links, all marked M. M. R. 26.

M, a post, oak, marked M. M. R. 12, from which a red oak, marked M. M. R. 12, bears S. 32 E. 22 links distant.

N, a post, from which a pine bears S. 82 E. 22 links, and a pine, S. 4 West 50 links distant, all marked M. M. R. 9.

O, a post, from which a pine bears S. 60 E. 89 links, and a pine S. 43 W. 67 links distant, all marked M. M. R. 8.

P, a post, from which a pine bears N. 33 E. 69 links, and a white oak N. 78 E. 73 links distant, all marked M. M. R. 7.

Q, A light wood post, from which a black oak bears S. 89 E. 50 links, and a pine S. 46 W. 23 links distant, all marked M. M. R. 3.

R, a locust post, a red oak bears N. 65 W. 28 links, and a locust tree S. 24 E. 11 links distant, all marked M. M. R. 3.

I have surveyed, measured and marked, (in conformity with the original location) the boundaries of two tracts of land, granted by the Spanish government to the Marquis of Maison Rouge, by patent in form, dated 20th June 1797, situated and lying on both sides of Washita river, below Fort Miro, viz., tract No. 1, lying on the west side, containing one hundred and eighteen thousand four hundred and seventy-nine and ⅓ acres, equal to one hundred and forty thousand superficial arpens; and tract No. 2, on the east side of the river, containing fifty thousand seven hundred and seventy-seven acres, equal to sixty thousand superficial arpens; the whole amounting to one hundred and sixty-nine thousand two hundred and fifty-six and ⅓ acres, equal to two hundred thousand superficial arpens. I have also subdivided the same, agreeable to the instructions of Danl. W. Coxe and Henry Turner, the present proprietors and representatives of the late Marquis of Maison Rouge. The said tracts of land being situated and included in townships No. 12, 13, 14, 15, 16 and 17, in ranges No. 2, 3, 4, and 5 east of the basis meridian, and having such form and marks, natural and artificial, as are represented in the annexed plat and note of references.

Signed, JOHN DINSMORE, *Dep. Surveyor U. S.*

JOHN BOYD,
JESSE HALLY,
LEWIS FANFARD,
EZEKIEL ARMITAGE,

Chain carriers.—March 27, 1820.

[REC. XCIX, J. T. 1844.]—5

A copy on a reduced scale, (two miles to one inch,) correctly taken from an original plan on a scale of forty chains to one inch, made by John Dinsmore, late a deputy surveyor of the United States, of the Maison Rouge claim, on the Washita river, with the exception of the names of the proprietors or claimants of the several subdivisions of said lands, and of the adverse claims included within its boundaries, made in New Orleans, this 13th March, 1843, by

Signed, AUGUSTUS S. PHELPS,
Surveyor.

Letter from E. M. Huntington, esq., Commissioner of the General Land Office, to D. W. Coxe, esq., Philadelphia.

GENERAL LAND OFFICE, *December* 13, 1841.

SIR: I have received your letter of the 9th inst., referring to the subject of mine of the 7th inst., stating your "expectation that the order of survey would be retained for a few days, has, it seems, been disappointed"—giving me "notice" that you "refuse to accept the order of survey, with the qualification contained in it," and requesting me to "recall that order by a proper notice to the surveyor general, &c."

In answer, I beg leave to state that the prompt preparation of the order was, as supposed at the time, in compliance with your wish, and its immediate despatch by mail, after being recorded, followed as a matter of course.

As the surveyor general, in the order to him, was advised that "Mr. Coxe desires that the survey may not be executed until he shall have had an opportunity of communicating with you," and as the withdrawal or non-withdrawal by this office, could not properly, under the present aspect of the case, be construed as affecting its merits, no further action in the way of instructions to the surveyor general has been had by this office, in the premises.

Very respectfully, your obedient servant,
Signed, E. M. HUNTINGTON,
Commissioner.

D. W. COXE, esq., Philadelphia, Penn.

Instructions to Balie Peyton, esq., U. S. district attorney, from the Solicitor of the Treasury.

OFFICE OF THE SOLICITOR OF THE TREASURY, *Dec.* 23, 1842.

SIR: I send herewith a copy of a letter of Daniel W. Coxe, esq., of Philadelphia, addressed to the President of the United States, requesting that a suit or suits may be instituted by the United States, against his vendees and tenants in possession, claiming title under him to the land in your district, embraced in what is commonly called the Maison Rouge grant, which has not been confirmed, and is therefore claimed by the United States as part of the public domain.

On this you will find endorsed the direction of the President of the United States, to adopt such measures in the premises as the law authorizes, and to these measures I now invite your attention, that you may carry out the instructions of the President.

I send you also copies of resolutions of the legislature of Louisiana on this subject, and of an application of the senators and representatives in Congress from that State, to the President in relation to it.

In pursuance of this application, and that of Mr. Coxe, made at the same time, the President submitted to Congress the propriety of vesting in the executive, power to institute suit to settle the title to this land. A committee, to whom the communication of the President was referred, reported at the last session, that it was proper that the suit should be brought, but that the President already possessed the power to institute such a suit.

This opinion of the committee was no doubt based upon the important fact, which did not appear in the original application made to the President, that there was an actual adverse possession of the land held by these vendees and tenants of Mr. Coxe; a fact, which, had it been known at the time, would have prevented any reference of the question to Congress.

As the question was originally proposed to the President, it was, whether, when there is an adverse claimant to lands belonging to the United States, and who is not in possession, the executive has the power, for the purpose of settling the question of title, to direct that a suit should be instituted, which must either be by consenting that a suit should be brought by a citizen against the United States, or by conceding a fiction, that the person claiming title is in possession.

On this question, so presented, I did not hesitate, when it was referred to me, to express an opinion against the existence or assumption of such a power. But a very different question is presented when the private claimant is in *actual possession* of the public land, holding adversely to the United States. I am equally clear that, in that case, the courts are open to the United States, who may bring a suit to recover the possession, in which the title to the land can be settled. The power to bring such a suit is clear, and no special legislation is necessary to vest it in the executive.

You will therefore institute such a suit against the persons who may be in actual possession of this land. To enable you to do this, I have called upon the Commissioner of the Land Office to furnish a plat or description of the premises, which I will transmit to you, or if it be not in the land office here, it will be furnished to you directly by the proper local land office.

The title of the United States is of course that by which the public domain, in your State, was acquired to the Government, and the great question in the case will no doubt turn upon the validity of the grant under which the persons in possession claim. As it is

the desire of Mr. Coxe, under whom they claim, that this question should be settled, I have no doubt that every facility will be afforded to bring the case to a speedy decision, and it is, no doubt, the interest of the United States that this shall be done.

Very respectfully,
Signed, C. B. PENROSE,
Solicitor of the Treasury.

B. PEYTON, esq., *U. S. Attorney, N. Orleans, La.*

True copy, from the records of my office.
Signed, C. B. PENROSE,
Dec. 30, 1842. *Solicitor of the Treasury.*

OFFICE OF SOLICITOR OF TREASURY, *Dec.* 31st, 1842.

B. PEYTON, esq., *Dist. Att'y, La.*

SIR: When I wrote my letter to you of the 23d inst., in relation to the suit to be brought against persons in possession of the land included in the Maison Rouge grant, I supposed that it was in your district; but I have since ascertained that this land is in fact within the western district of Louisiana. It is, however, desirable, I am told, that the suit should be instituted at New Orleans, as the archives of the public records, to which recourse must be had, are there.

The jurisdiction of the circuit court of your circuit embraces the locus in quo, and the suit may perhaps be instituted in it.

Very respectfully,
Signed, CHS. B. PENROSE,
Solicitor of the Treasury.

Opinion of the Attorney General.

OFFICE OF THE ATT'Y GENERAL, 27*th Nov.* 1841.

SIR: Mr. Coxe's case, which you did me the honor to submit to me for my opinion, is thus stated:

"The claim of Louis Bouligny under the Marquis de Maison Rouge, for 30 square leagues, is entered as No. 16, B, in the report of the commissioners, dated 14th Dec., 1812, for the western district of Louisiana—American state papers—public lands—printed by Duff Green, vol. 2, page 637 and 639.

"By reference to the report of October 16, 1812, page 617 of the same volume, it will be seen that the commissioners, in classifying claims state, that to the second class, comprising claims copied, though not embraced by the provisions of the said acts, (certain acts referred to in that report,) ought nevertheless, in the opinion of the commissioners, to be confirmed, in conformity with the laws, usages and customs of the Spanish government, the letter B will be affixed.

Daniel W. Coxe, esq., in the enclosed letter to me, of the 23d inst., claims the confirmation of this claim, to the extent of a league

square, under the act of Congress, approved the 29th April, 1816—Clarke's Compil. of Land Laws, p. 699, No. 296.

"*The original* (in the Department of State) of the said confirmatory act of the 29th of April, 1816, referred, it seems, to the date of the commissioners' report, as being the 4th Dec., 1812, (*not* 14*th Dec.*, 1812, the date of the report,) and provides as follows:

"That the claims marked B, described in the several classes in the above-mentioned report of the commissioners for the western district of the State of Louisiana, formerly territory of Orleans, and recommended by them for confirmation, be and the same are hereby confirmed; provided, nevertheless, that under no one claim, shall any person or persons be entitled, under this act, to more than the quantity contained in a league square."

"In this case, the solicitor of this office has made a report, No. 322, herewith transmitted, with the accompanying documents, Nos. 1, 2, 3, 4.

"That officer's opinion is to the effect, that the claim of Bouligny under the Marquis de Maison Rouge, by virtue of the said act of 29 April, 1816, for the reasons stated by the solicitor, is void; that by the terms of the said act, any claim above a square league is excluded, and that the act of 29 April, 1816, does not confirm claims in the report of 14 Dec., 1812.

"Commissioner Graham, in his letter of 9th February, 1826, document 4, above referred to, seems to have regarded the error in the confirmatory act, as to the date of the report, as fatal to the confirmation, and also to have considered that the act was designed, (had the date been correct) to embrace such cases as are under a league square.

"After examination and due consideration of the case, in connexion with the solicitor's report, I gave a decision, in a letter of the 7th August last, to Messrs. King and Wilson, that the error in the date was fatal to the confirmation.

"I inclined to the opinion then, and on further reflection am satisfied, that had not the error, as to the date of the report, existed in the confirmatory act, that that act would have confirmed to the extent of a league square all claims marked B, exceeding that quantity, which are embraced in that report and recommended for confirmation.

"In submitting Mr. Coxe's present application before referred to, with the foregoing statement, I respectfully request the opinion of the attorney general, and your instructions for the government of this office, upon the following points:

"1. Whether or not the error as to the date of the report, (4th Dec., 1812, instead of 14th Dec., 1812,) in the aforesaid confirmatory act of the 29th April, 1816, is fatal as to the confirmation of any claims embraced by the said report of the 14th December, 1812?

"2. If not fatal, whether or not the said act of the 29th April, 1816, confirms to the extent of a league square, the present, and

all claims exceeding that quantity, marked B, which are embraced in that report, and recommended for confirmation.

E. M. HUNTINGTON, *Commissioner.*

"To this statement, the commissioner, on my application to him, has added the following:

"Pursuant to the request of Mr. D. W. Coxe, I have to state, that I know of no report from the commissioners of the western district of Louisiana, dated 4th Dec., 1812; that the report from the commissioners, embracing the Maison Rouge or Bouligny claim, is dated 14th Dec., 1812. The recital in the act of 29th April, 1816, (Clarke's Compil. Land Laws, p. 699, No. 290,) as regards the date of the report, is believed to be an error in stating or referring to the date of the report as being the 4th Dec., 1812, instead of the 14th Dec., 1812."

On this state of facts, I have no doubt on either of the points submitted.

1. The construction of a statute is placed by the law in very much the same category as that of wills, (3 Rep. 27th, Butler and Baker's case,) and such an erroneous recital in a will, would clearly be susceptible of correction by parol evidence. In addition to this, I have the honor to refer you to the case of Ross vs. Barederd's lessee, 1 Pet. 655, in which the court ruled almost the very point in question here.

2. The league square is the extent of the satisfaction granted to claimants, under the act of 29th April, 1816, and I have no doubt, that in *all* cases, whatever the extent of the claim, this satisfaction may be had under the act. But I also think that it will be taken, and ought to be so accepted, as a *full* satisfaction of the claim, be it what it may; so far, at any rate, as the land office is concerned.

I have the honor to be, sir, your ob't serv't,

H. S. LEGARE.

The Hon. W. Forward, *Secretary of the Treasury.*

Opinion of the Attorney General, *Dec.*, 22, 1841.

Office of the Attorney General, 22d *Dec.*, 1841.

Sir: In reply to the enquiry of the Commissioner of the General Land Office, as to the true construction of my opinion of the 27th ult., I have the honor to restate it, more at length and more explicitly.

I conceive that Congress did not mean to confirm the claims in class B, under the acts of 1807 and 1816, *absolutely.* The legislature, for reasons satisfactory to itself, and according to principles which I had the honor to develope more fully, in a recent communication to you on the subject of the Missouri land titles, chose to acknowledge those claims only *suo modo*, and to a limited extent. Its will is our law. It has given the land office authority, and has

prescribed to it as a duty, to treat each and every claim recommended for confirmation in class B, as valid, up to the extent of a league square, but not *beyond* that. The claim is, to all beyond a league square, unconfirmed, and shares, in every respect, as if the act had not been passed; except the fact that Congress has refused to acknowledge it further, has these two effects:

1st. To raise a presumption that Congress, by a partial confirmation, did not mean to admit the justice of the claim, but only to buy its peace.

2d. That at any rate, the *executive department must* regard the *claim*, whatever may be its extent, as *satisfied quoad hoc* itself, by the acceptance of a league square.

Mr. Coxe has title to a vast extent of country it appears, to the whole of which he says it is as just and valid as to any one league of it. This may or may not be so, but it is certain that to the land office, the whole of that title, whether designated by niches and bounds, by quantity, or as black acre or white acre, is good only for a league, and that league ought not, I think, to be granted, without its distinctly appearing of record, that the claimants *representing such or such a claim for so many acres, or of such a description, has received satisfaction under the law of* 1816, *which the land office, in granting him a league square, is carrying into effect.* I mean that his claim, as a claim, as the law now stands, and, so far as the executive department is concerned, will be at an end, and that he or his assignees will have no further right or demand to *make, under the act of* 1816. That must be understood, and must be recorded for the information of all concerned. Of course, I do not undertake to bind Mr. Coxe not to seek satisfaction of the rest of his demand, whatever it may be, either in law or equity, from Congress, or in the courts, should they, as he seems to imagine they will, think themselves authorized to give the redress he seeks. But the executive department can recognise his whole claim as only for a league, and having given him that, must treat it, to all intents and purposes, as satisfied and settled.

I have the honor to be, sir, your obedient servant.

Signed, H. S. LEGARE.

HON. W. FORWARD, *Secretary of the Treasury.*

Letter of D. F. Newcombe, esq., surveyor general, to Balie Peyton, esq.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, La., January 20th, 1843.

For BALIE PEYTON, esq., *U. S. District Attorney,*
New Orleans, La.

SIR: In accordance with instructions from the Commissioner of the General Land Office, dated the 23d December last, I herewith enclose to you, copy of the plat of survey of the Maison Rouge grant, by John Dinsmore, deputy surveyor, upon which I have had

traced, (colored blue*) a recent survey for the contents of a league square, for the legal representatives of Louis Bouligny, with such notes attached thereto, as will enable you to ascertain the quantity still claimed adversely to the United States.

With much respect, your obedient servant,

Signed, F. D. NEWCOMBE,
Surveyor General.

Bill of exceptions offered by the defendant and warrantor, ‡ 1.

UNITED STATES
vs. } No. 1070.
KING et al.

Be it remembered, that at the trial of this cause, the counsel for the defendant and warrantor offered in evidence the deposition of the honorable Charles Tessier, taken under a commission issued to the parish of East Baton Rouge, and the counsel for the United States objected to the reception of documents C and D, annexed to said commission, being affidavits made in 1824, by the late Peter Derbigny and J. J. Mercier; and he further objected to the reception of the answers of the said Charles Tessier to the 14th, 15th, and 16th interrogatories, on the ground that neither said affidavits, nor the explanations of said Tessier in relation thereto, are the best evidence concerning the matters therein related, which the nature of the case admits; and also that the answer to the 15th interrogatory was in part the expression of the opinion of the witness concerning the interpretation to be put upon a part of the grant, and said objections having been sustained by the court, and the evidence hereabove described having been rejected, the counsel for the defendant and warrantor tendered this his bill of exceptions, and prayed that the same might be signed, and it is accordingly signed.

Signed, THEO. H. McCALEB, *U. S. Judge.*

Defendant and warrantor's bill of exceptions, No. 2.

UNITED STATES,
vs. } No. 1070.
KING et al.

Bt it remembered, that at the trial of this case the warrantor called Louis Bouligny as a witness, who, having been sworn on his voir dire, at the instance of the district attorney, and having been interrogated whether he had any interest in the event of this suit, answered, that inasmuch as he had sold the Maison Rouge grant to Daniel Clarke, by an act passed before Pierre Pedesclaux, notary public, on the 1st of June, 1804, he conceived that he would have had an interest in this suit if the warrantor had not granted the release marked N. N., which had been filed previously to calling

* Red.

said witness, and which is annexed to this bill of exceptions, No. 2; and that by the execution of said release he believed himself discharged from any responsibility, and without interest in the event of this suit; and being further interrogated whether he believed that this release applied to the whole land which the said witness had sold to Daniel Clarke, as aforesaid, he answered that he believed it did apply to the whole of said land, and that he never knew that any other person but the said D. W. Coxe, the warrantor, had acquired the right of the said Daniel Clark to the said land; and the district attorney objected to the examination of the said witness, because it appears from the answer of said D. W. Coxe to the call in warranty, and was again conceded in the presence of said witness, that the heirs of Henry Turner have an interest in the Maison Rouge grant, though not in the parts of it involved in this suit, which interest is more fully explained in the aforesaid answer of D. W. Coxe, and that said D. W. Coxe never owned more than three-fourths of said grant, and that consequently said witness had an interest which would exclude him from testifying; and the court refused to allow the witness to be examined, because it appears from his own declarations, that if he had known that the said release did not extend to the whole of said land or interest sold by him to Daniel Clarke, he would consider himself interested in the event of this suit; to which decision the counsel for the defendant and warrantor begs leave to except, and prays that this bill of exceptions be signed.

Signed, THEO. H. McCALEB, *U. S. Judge.*
July 6th, 1843.

Release referred to in bill of exceptions No. 2.

UNITED STATES,
vs.
R. KING et al.

Whereas a suit is now pending under the above title, in the circuit court of the United States for the eastern district of Louisiana, in which the principal subject to be investigated and decided is the effect and validity of the grant made on the 20th of June, 1797, by the Baron de Carondelet, then governor of the province of Louisiana, to the Marquis de Maison Rouge.

Whereas the undersigned has heretofore acquired the three undivided fourth parts of said grant, and having made a division in kind with his co-proprietor, has sold a portion of said grant to the defendant in this suit, for the recovery of which portion the present suit has been instituted.

Whereas the undersigned has been called in warranty, and has appeared, and the defence of this suit has principally devolved upon him: whereas Louis Bouligny, of the parish of Jefferson, was formerly the owner of the whole of said grant, and sold the same to those from whom the title of the undersigned is indirectly de-

rived; and whereas the undersigned wishes to have the benefit of the testimony of the said Louis Bouligny, in the present suit, and in order to remove all objection to his admissability on the score of interest, the undersigned hereby releases the said Louis Bouligny from any responsibility in warranty, under which he might be towards the undersigned, on account of the sale which the said Bouligny may heretofore have made by one, or several acts of sale of the tract of land known by the name of the "Maison Rouge grant," and the undersigned expressly agrees that he, his heirs and assigns, shall never, in any court, call upon said Bouligny for any indemnity, or contribution to expenses, on account of said sale, and that he will never make any claim which might, directly or indirectly, affect said Louis Bouligny.

Signed, D. W. COXE,

NEW ORLEANS, *July* 5th, 1843.

Defendant's bill of exceptions, No. 3.

UNITED STATES vs. KING. } No. 1070.

Be it remembered, that at the trial of this case, the defendant and warrantor offered to give in evidence, a document, printed on page 954 of the 1st vol. of Clarke's collection of the land laws, published in 1828, which is in the following words:

"Whereas the intendant, from the want of funds, has solicited the suspension of the last remittance of families until the decision of his majesty, there ought to be no prejudice occasioned to you by the last paragraph of my decree, which expresses that, if within three years the major part of the establishment shall not have been made good, such families as may first present themselves, shall be located within the twelve leagues destined for the settlement which you have commenced; and this shall only have effect two years after the course of the contract shall have again commenced to be executed, and the determination of his majesty shall have been made known to you. You will always remain persuaded that on my part I will observe religiously the engagements I have contracted, a principle which has constantly distinguished the Spanish nation. God preserve you many years.

Signed, The BARON DE CARONDELET.

BARON BASTROP.

NEW ORLEANS, *June* 18, 1797.

And defendant's counsel declared that he offered said document in evidence for the purpose of showing that, at the time of its date, the Spanish government of Louisiana was suffering from pecuniary embarrassments, aud was unwilling to incur further expense in the introduction of settlers. But the counsel for the United States objected to the introduction of said document, on the ground that the

original was not exhibited, or accounted for, and that the genuineness of the original, and the fidelity of the copy, were not proved; and said objection having been sustained, and said document rejected by the court, the counsel for the defendant and warrantor begs leave to except, and prays that this bill of exceptions may be signed.

Signed, THEO. H. McCALEB, *U. S. Judge.*

Bill No. 1, of exceptions taken by plaintiffs.

UNITED STATES, }
vs. }
R. KING. }

Be it remembered, that on the trial of the above entitled suit, the defendants, by their attorney, offered to read as evidence the depositions, together with the papers and documents therewith, of Charles Tessier, taken under interrogatories and cross interrogatories, in pursuance of a commission directed to A. Duplantier, esq., parish of East Baton Rouge, to the reading of which depositions, and also the papers and documents thereto annexed, plaintiffs' attorney objected, or to so much thereof as is responsive to, or elicited by, the following interrogatories, propounded by the said Coxe, to wit: Third, fourth, fifth, eighth, ninth, tenth, eleventh, twelfth, and seventeenth, on the grounds and for the reasons set forth by plaintiffs in their exceptions to the said interrogatories; but the court overruled the exception, and received the evidence; to which opinion of the court plaintiffs, by their attorney, except, and pray that this their bill of exceptions may be signed, sealed, and made part of the record, which is accordingly done.

Signed, THEO. H. McCALEB, *U. S. Judge.*

Deposition of Judge Tessier, and the documents annexed, referred to in the foregoing bill of exceptions of plaintiffs.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, to A. Duplantier, esq., or any judge or justice of the peace in the parish of East Baton Rouge.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Charles Tessier, and him duly examine on oath touching and concerning certain matters and things in a case now depending in said court, wherein the United States are plaintiffs, and Richard King is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court, without delay, to be read in evidence on the trial of the said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this sixteenth day of May, anno domini 1843, and the sixty-seventh year of the independence of the United States of America.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep'y Clerk.*

Interrogatories annexed.

UNITED STATES,
vs.
RICH'D KING.

Interrogatories to be propounded on behalf of the defendant and warrantor to Charles Tessier, a witness residing in the parish of East Baton Rouge:

1. Please to state what your age is, and whether or not you are a native of Louisiana.

2. Have you not held official stations in Louisiana under the Spanish government, and, also, since the change of government; and if so, what offices did you hold, and during what length of time; and are you not now the parish judge of East Baton Rouge?

3. Who were the persons upon whom the duty devolved, during the administration of Governor Carondelet, of filling up the body of the grants of land made by said governor in Lousiana?

4. Please to examine the document hereto annexed, and marked A, purporting to be a grant of land made by Governor Carondelet to the Marquis de Maison Rouge, and state in whose handwriting the body of said grant is, and what office the person filled in whose handwriting the said grant is?

5. Are you familiarly acquainted with the handwriting and signature of Governor Carondelet, and Andres Lopez Armesto, and have you, or have you not, often seen them write and sign their names; and what office did said Amesto fill?

6. Are or are not the signatures of said Carondelet and Armesto to said document A genuine?

7. Have you a personal knowledge of the time when said grant to Maison Rouge was issued; and if so, when was the same issued, and how did you acquire said knowledge? Was or was not said grant a matter of general notoriety at the time when it was made, and did the public generally know of its existence, or was it kept secret?

8. Is or is not said document or grant marked A, what was called under the Spanish Government a "titulo en forma," and was not such a "titulo en forma" the highest evidence of a grant of land, or was it necessary for the grantee to obtain afterwards yet another instrument of title, or to comply with any other formalities in order to obtain a perfect and indefeasible title to the land?

9. Were you or were you not familiar with the operations, forms, customs and usages of the land department of the Spanish government of Louisiana, under Governor Carondelet? If so, please to examine the annexed document B, purporting to be a copy certified by Louis Bringier, surveyor general of Louisiana, of a plan or map, and a certificate made by Carlos Trudeau, late surveyor general of the Spanish province of Louisiana—read said certificate or process verbal, compare it with the grant or "titulo en forma" marked A, and above referred to, and state whether or not the original of said plan and certificate is not the plan referred to in said grant as being at the head of it.

And if you should have stated, in answer to the 4th interrogatory, that the body of the said grant is in your handwriting, please also to say whether, in drawing up said grant, you had not the aforesaid plan and process verbal of Carlos Trudeau before your eyes.

10. If you should have stated, in answer to previous interrogatories, that you were, at the date of said grant, the chief clerk in the office of the secretary of the government, or held some other similar office, and that the duty of filling up grants of land frequently and perhaps generally devolved upon you, please to state whether, when you were directed to fill up a grant, the words in which the grant was to be expressed were dictated to you, or whether you received only verbal directions, and consulted in addition the surveys and certificates of surveys which had been previously made of said land.

11. Were you well acquainted with the late Carlos Trudeau; and if so, how long, and up to what time did he hold the office of surveyor general under the Spanish government; did he hold any public office; and if so, what office since the change of government, and what was his character and reputation for competency, intelligence and probity? Has it ever come to your knowledge that, in any judicial or extra judicial investigation of Spanish land titles in Louisiana, any act of said Carlos Trudeau was charged with being suspicious or fraudulent, or with having proceeded from correct motives?

12. Is it or is it not to your knowledge that, even after the promotion of Governor Carondelet to the office of governor or captain general of Quito, in Peru, was known in Louisiana, he continued to act, for a number of months, as governor of Louisiana; and that Manuel Gayoso de Lemos, his successor, did not arrive in New Orleans until a considerable time after his appointment was made known in the province? And what was the reason which prevented said Gayoso from arriving sooner in New Orleans? And did or did not said Carondelet continue to grant lands, and to perform the other functions of governor of Louisiana, until said Gayoso actually arrived in New Orleans? And, more particularly, did or did not the said Carondelet act as governor of Louisiana on and

subsequent to the 20th of June, 1797, when the said grant purports to have been made? And did he or did he not make a number of grants subsequent to said period, and up to the 5th of August, 1797?

13. In whose handwriting are the following words at the foot of the grant marked A, viz: Nota "Que en conformidad de su contrata el Marquis de Maison Rouge, ni admitera, ni establecera en las tierras de su concesion Americain alguno." And do you recognise the signature "El Baron de Carondelet" which is found at the bottom of said memorandum, as the genuine signature of Governor Carondelet, or not?

14. Were you acquainted with the late Jean Mercier and Pierre Derbigny of New Orleans, and do you know their handwriting and signature? If so, please to examine the document marked C, and hereto annexed, purporting to be an affidavit made by the said Jean Mercier on the 9th of March, 1824; and also document D, hereto annexed, purporting to be an affidavit made by the said Pierre Derbigny, on the 27th of February, 1824, and state whether the said affidavits are or are not signed in the proper handwriting of said Jean Mercier and Pierre Derbigny?

15. Please to read said two affidavits, and state whether the facts therein stated, or which of them, are true, to your own knowledge; omitting, however, those facts to which you may have deposed in answer to the preceding interrogatories.

16. State what public offices, if any, the said Jean Mercier and Pierre Derbigny filled, both under the Spanish and under the territorial and State government of Louisiana, and what their character and reputation was for intelligence, veracity, and probity.

17. Please to write your name on the aforesaid documents A, B, C, and D, under those letters by which said documents are designated and distinguished.

Signed, L. JANIN,
Attorney for defdt. and warrantor.

Cross interrogatories.

U. STATES, }
vs. }
KING. }

Circuit court of the United States, in and for the fifth circuit holding sessions at New Orleans, in the eastern district of Louisiana.

The said plaintiffs, by their attorney, saving and reserving all legal exceptions to the interrogatories propounded by the defendant and warrantor, and to the evidence of the witnesses when taken, propound the following cross interrogatories:

Int'y 1st. Are you in anywise related to the parties defendant in this suit? If yea, state the nature of said relationship.

2d. Have you any interest direct or indirect in the event of this suit? Have you or have you not any interest in the questions of

law or fact which are involved in this suit? If yea, state the same fully.

3d. The plaintiffs especially object to the 3d interrogatory in chief, as calculated to elicit the opinion of the witness upon matters of law and fact.

4th interrogatory in chief is also objected to, so far as the same inquires as to "what office the person filled, in whose handwriting the said grant is," as not being the best evidence of said fact.

5th interrogatory in chief objected to, on the ground of its being a legal question.

6th and 7th interrogatories objected to upon the same ground, and also upon the ground that said grant cannot be contradicted, added to, or in any manner changed by parol evidence.

8th interrogatory objected to on the same grounds, and also on the ground that it asks for the opinion of the witness on questions of law and fact.

9th interrogatory objected to on the same grounds; and, also, as proving a copy or contents of said plan by parol.

10th interrogatory objected to as leading, argumentative; as tending to elicit opinions, not facts.

11th interrogatory is objected to as irrelevant, illegal and vague.

12th interrogatory objected to on the ground of its leading character, and as tending to establish, by the answer of the witness, facts which he could not know of his own knowledge, and which are susceptible of better proof, and which are irrelevant to this case.

14th and 15th objected to on the ground of their leading character, and also on the ground that said affidavits cannot in any manner be used as evidence in this case.

16th and 17th interrogatories objected to on the ground of irrelevancy.

Interrogatory 3d. Reserving the above exceptions and objections, plaintiffs propound the following 3d interrogatory.

In the answers which you have given to the interrogatories in chief, do you speak of each and every fact by you stated *as of your own personal knowledge*, or any of said facts stated as upon information from others, or as mere matters of opinion and hearsay, from facts within your own knowledge?

4th. Are you positively certain as to the time at which said grant was issued? Were you present when the same was signed? Did you see the same delivered? If yea, when and to whom was the said grant delivered? Was the said grant recorded in any book? If yea, in what book?

5th. Is it possible for you to state whether or not the plan or map referred to in document B, which purports to be a copy, as mentioned in 9th interrogatory in chief, was the original plan referred to in said grant? Was there any plan before the Governor at the time he signed said grant?

6th. Was there or was there not an actual survey and plan or plat of said tract of land made and returned according to law, on or before the date of said grant?

Signed, BALIE PEYTON,
U. S. Att. E. D. of La.

Document A.

Annexed to the foregoing interrogatories.

A.—*Signed, Chas. Tessier.*

El Baron de Carondelet, caballero de la religion de San Juan, mariscal de campo de los reales exércitos, gobernador general, vice patrono de las provincias de la Louisiana, Florida occidental, è inspector de sus tropas, &c.

L. D.—C. T.—J. M.

Por quanto: el Marques de Maison Rouge se halla proxîmo à completar el etablecimiento del Ouachita à que por real orden de 14 de Julio de 1795, se halla autorizado para las treinta familias por tanto deseando removo en lo successivo toda contestacion con motivo de otras familias ó nuevos colonos que venieren a etablecerse delinamos y apropiamos determinadam'te, para el etablecim'te del citado Marques de Maison Rouge, usando de las facultades que el rey nos tiene concedid. las treinta léguas planas de superficie, que contan en el plano figurativo que va por cabeza de este titulo, con los limites y linderos que señala despuestos con mi aprobacion por el agrimentor general Don Carlos Lareau Trudeau baxo los terminos y condiciones que estipulo y contrato, [el dicho.] Señor Marques y para que en todo tiempo conste, damos el presente, firmado denuestra mano, sellado con el sello de nuestras armas y refrendado por el infrascrit commisario honorario de guerra y secretario por S. M. de esta comandancia general. En la Nueva Orleans a veinte de Junio de mille secientos noventa y seite.

[L. S.] Signed, EL BARON DE CARONDELET.

Nota.—Que en conformidad de su contrata el Marques de Maison Rouge ni admitira, ni establecera en las tierras de su concession Americano alguno.

Signed, E BARON DE CARONDELET.
Signed, ANDRES LOPEZ ARMESTO.

I do hereby certify that the within document hath been recorded in register E, book No. six, pages 104 and 105 of the land office for the eastern district of the State of Louisiana, at New Orleans, this 30th April, 1819.

Signed, SAML. H. HARPER,
Register L. O. E. D. La.

Attest: Chas. Appe,
Clerk and trans. L. O. E. D. of La.

The foregoing instrument is recorded in my office in liber E, folio 248.

Given under my hand and seal of office, at Ouachita, 25th February, 1820.

Signed, ABNER J. MORGAN,
Parish Judge.

Traduction Françoise.

En consideration de ce que le Marques de Maison Rouge se trouve près a complètér l'etablissement du Ouachita conformement au royal order qu'il en a en le 14 Jullet, 1797, pour trente familles, et desirant prévenir toute contestacion au sujet des nouveaux colons qui viendront s'y etablier, nous destinons et approprion déterminément pour l'etablissement du dit Marquis de Maison Rouge, en ayant des facultès que le roi nous a concèder, les trente liens en superfice, qui sont cours atèe dans le plan figuratif qui est a la tète de ce titre, avec les bornes et limites qui sont designè, avec notre approbation par l'aventeur general Don Charles de Lareau Trudeau, sous les termes et conditions que le dit Sr. Marquis a contracté et stipulé, et pour qu'en tous tems il soit valide, nous lui donons le present; signè de notre main, scellè avec le sceau de nos armes, paraphè par le soussigné commissaire honoraire des guerres, et secretarie pour sa Majestè Catholique de cette commandance gènèrale.

En la Nouvelle Orleans, le vingt Juin, cent quatre vingt dix sept.

Signé, LE BARON DE CARONDELET et
DON ANDRES LOPEZ AMESTO.

I, Christoval de Armas, notary public in and for the city of New Orleans, State of Louisiana, United States of America, do hereby certify that the signatures affixed to the present instrument are, to the best of my knowledge, those of the late Governor General of Louisiana, Baron de Carondelet, and of Andres Lopez Armesto, then Secretary of the Government; that their handwriting is to me well known, having resided in this country upwards of forty years.

In witness whereof, I have hereunto set my hand and affixed the seal of my office, at New Orleans, on the twenty-sixth day of April, in the year of our Lord one thousand eight hundred and twenty, and in the forty-fourth year of American independence.

[L. S.]

Signed, CHRISTOVAL DE ARMAS,
Notary Public.

By James Villare, Governor of the State of Louisiana.

These are to certify that Christoval de Armas, whose name is subscribed to the instrument of writing hereunto annexed, was, at the time of signing the same, and is now, at the present time, notary public in and for the city of New Orleans, duly qualified and commissioned.

Given under my hand and the seal of the State, this twenty-
[L. S.] sixth day of April, one thousand eight hundred and twenty, and in the independence of the United States the forty-fourth year.

Signed, JS. VILLERE.

Translation of document A.

The Baron de Carondelet, knight of the order of St. John, marshal de camp of the royal armies, governor general, vice patron of the provinces of Louisiana and West Florida, inspector of troops, &c.

Forasmuch as the Marquis de Maison Rouge is near completing the establishment of the Washita, which he was authorized to make for thirty families, by the royal order of July 14, 1795, and, desirous to remove, for the future, all doubt respecting other families or new colonists who may come to establish themselves, we destine and appropriate conclusively for the establishment of the aforesaid Marquis de Maison Rouge, by virtue of the powers granted to us by the king, the thirty superficial leagues marked in the plan annexed to the head of this instrument, with the limits and boundaries designated, with our approbation, by the surveyor general Don Carlos Lareau Trudeau, under the terms and conditions stipulated and contracted for by the said Marquis de Maison Rouge.

And that it may at all times stand good, we give the present, signed with our hand, sealed with our seal at arms, and countersigned by the underwritten honorary commissary of war and secretary of his majesty for this commandancy general.

Signed, THE BARON DE CARONDELET.
ANDRES LOPEZ ARMESTO.

NEW ORLEANS, *the 20th of June*, 1797.

NOTE.—That, in conformity with his contract, the Marquis de Maison Rouge is not to admit or establish any American in the lands included in his grant.

Signed, THE BARON DE CARONDELET.

Document B, annexed to the foregoing interrogatories.

Don Carlos Trudeau, agrimensor real y particular de la provincia de la Louisiana, &c.

Certifico, a favor del señor Marques de Maison Rouge que los terrenos figurados en el plano que precede, de color de vermilion, pueden contener trenta leguas planas (a favor) el primero paño marcado No. 1, sobre el margen derecho del rio Ouachitta. Atomar a cinco arpanes mas abaxo de la voca del bayou *de la Cheniera au tondro* hasta el bayou el bayou Calumet. Con el fondo corespondiente, a fin de completar ciento y quarenta mil arpanes planos: el segundo paño marcado No. 2, sobre el margen isquierdo del mismo rio Ouachitta; atomar a dos leguas mas abaxo del fuerte

miro, y en la punta llamado *l'ainé*, hasta una legua mas abaxo de la praderia de leé, con el fondo corespondiente para completar sesenta mil arpanes planos; el tercero paño, marcado No. 3, a tomar en frente del bayou la Loutre, y desde ally, sobre una linea tirada del sur sesenta y cinco grados este, hasta el bayou de Siar, aquella linea el bayou Siar, el de Bartelemy y el rio Ouachita, deve limitar dicho paño No. 3, y el paño No. 4, sobre el margen derecho del rio Ouchitta, a tomar en frenté de la entrada del bayou Bartelemy. Baxando el rio hasta el bayou la Loutre cuyos paños No. 3 y 4, con el fondo corespondiente deven completar ocho mil tres cientos quarenta y quatro arpanes planos, agregados con los paños No. 1 y 2, forma una superficia total de dos cientos y ocho mil tres cientos quarenta y quatro arpanes planos, igual a los trenta leguas anted's, a rason de dos mil quiniente toesas por lados a cada legua, lo que es la mediola agraria en esta provincia. Bien entendido, que los terrenos yncluidos en los anted's terrenos sea contitulas en forma ô en virtud de primero decreto de concession, no deven entrar en el complemento de los anted's trenta leguas; bien al contrarco, promete al señor Marques de Maison Rouge, de no prejudicar, a ninguno de los ocupantes, prometiendo de mantener y apoyarlos en todos sus derechos, pues si a caso los anted's trenta leguas padecen algunas diminucion respecto a las tierras ocupadas, no avra ninguno ynconveniente para que d'ho señor Marques, pudese completarse en otro parage qualquira donde se hallan tierras vacantes y de la conveniencia y a satisfacion del ynteresado, y para que conste doy la presente con el plano figurativo que antecede formados de orden del señor governador general el señor Baron de Carondelet, de todo lo que doy fe ce quatorze Junio de mil setecientos noventa y siete años.

Signed, CARLOS TRUDEAU, *Agr.*

Anotado en el libro A, No. 1, vergo 38, y copia sicada.

I certify the foregoing plat of survey and process verbal to be a true and exact copy of the original filed in bundle B, No. 15, amongst the records in the surveyor general's office, under my charge.

In testimony whereof, I have hereunto set my hand and seal of office in the city of New Orleans, this 18th day of February, 1843, year of our Lord, and the sixty-seventh of the independence of the United States of America.

[SEAL.]

Signed, LS. BRINGIER, *Surveyor General.*

Translation of the foregoing document "B."

Figurative plan of the thirty leagues of superfices of land granted to the Marquis of Maison Rouge, not including the lands held by anterior titles.

Don Carlos Trudeau, surveyor general and particular of the province of Louisiana.

I certify in behalf of the Marquis of Maison Rouge, that the plats of land represented and sketched in the foregoing plan of vermilion

colour, may contain thirty superficial leagues, to wit: the first plat marked No. 1, on the right bank of the river Ouachita, commencing or starting five arpens below the mouth of the bayou Cheniere au tondre till it reaches the bayou Calumet, with the depth necessary to complete or produce one hundred and forty thousand superficial arpens. The 2d plat marked No. 2, on the left bank of the same river Ouachita, to start or begin two leagues below the Fort Miro at the point called Laine till it reaches the prairie de Lee, with the necessary depth to complete or produce sixty thousand arpens superficial. The third plat marked No. 3, to start in front of the bayou de la Loutre, and from thence on a line running south sixty-five degrees east to the bayou Siar, which line the bayou Siar and bayou Barthelemy, and the Ouachita bound said plat No. 3 and the plat No. 4, on the right bank of the Ouachita, to start in front of the entrance of bayou Barthelemy, running down the river till it reaches the bayou la Loutre, which plats Nos. 3 and 4, with the corresponding or necessary depth, are to complete eight thousand three hundred and forty-four superficial arpens, and added to the plats No. 1 and 2, form together the superficial total of two hundred and eight thousand three hundred and forty-four superficial arpens, equal to the foregoing thirty leagues, at the rate of two thousand five hundred toises or fathoms per side for each league, which is the agrarian measure of this province; it being well understood that the lands included in the foregoing plats, which are held by titles in form, or by virtue of a fresh decree of commission, are not to compose a part of the foregoing thirty leagues; on the contrary, the Marquis of Maison Rouge promises not to injure any of the said occupants, promising to maintain and support them in all their rights, since if it should happen that the said thirty leagues should suffer any diminution of the land occupied, there will be no objection or inconvenience to the said Marquis of Maison Rouge's completing or making up the deficiency in any other place where there are vacant lands, and to the satisfaction of the concerned.

And in order that it may so appear or be made patent, I give the present, with the preceding figurative plan, formed or drawn by order of the govenor general the Baron de Carondelet, to which faith is to be given this fourteenth of June one thousand seven hundred and ninety-seven.

Signed, CARLOS TRUDEAU.

Noted in book A.

Document C, annexed to the foregoing interrogatories.

Document C—signed Ch. Tessier.

Personally appeared before me Galien Preval, esq., justice of the peace for the city of New Orleans, John Mercier, esq., of same place, who being duly sworn according to law, deposeth and saith, that he has examined a patent or grant in the Spanish language, dated the 20th of June, 1797, for thirty square leagues of land on

the river Ouachita, in Louisiana, to the Marquis of Maison Rouge, and signed by the Baron de Carondelet, the governor of the Spanish province at that period, and by Don Andres Lopez de Armesto, secretary of the government; that this deponent was at that time, and between the years 1792 and 1801, employed, together with Charles Tessier, esquire, in the office of the said secretary; that he knows the signatures of the said baron and of his secretary to be their own handwriting respectively; that the said document is a general and original grant to the Marquis de Maison Rouge for the land aforesaid, that is filled up in the body thereof in the handwriting of the said Charles Tessier, esquire, then chief clerk in the said secretary's office, and this deponent has affixed his initials thereunto for the purpose of identifying it; that it was a matter of public notoriety at the time above mentioned, and known to this deponent before the patent was issued, that the Marquis de Maison Rouge was favored and protected by the Baron de Carondelet; that the intendency having been separated from the Spanish government about the 1st of September, 1794, Messieurs Rendon and Morales were successively placed at the head of the former department, the pecuniary embarrassments of which became so great, that the intendant was constantly raising difficulties whenever called on to fulfil the engagements entered into by the government, for the advances of money to the newly established families on the Ouachita; that the language of the grant to Maison Rouge indicates clearly that it was among other considerations, and in order to put an end to those embarrassments, and to prevent their recurrence in future, that the governor, who then possessed the authority to grant lands, gave the Marquis de Maison Rouge the title in form for the aforesaid thirty square leagues. This deponent further declares, that the French translation of the said grant on the page opposite to the original, is in the proper handwriting of the Marquis de Maison Rouge, to him well known; and further this denonent saith not.

Signed, J. MERCIER.

Sworn to and subscribed before me, New Orleans, March the 9th, 1824.

Signed, GALIEN PREVAL,
Justice of the Peace, 2d Section.

Document D, annexed to the foregoing interrogatories.

"D"—signed Ch. Tessier.

Personally appeared before me, Galien Preval, esquire, justice of the peace for the city of New Orleans, Peter Derbigny, esq., secretary of State for the State of Louisiana, who being duly sworn according to law, declares and says, that he has examined the grant or patent of thirty square leagues of land, on the Ouachita river, in the State aforesaid, made by the Baron de Carondelet, former Spanish governor of the then Province of Louisiana, to the Marquis de Mai-

son Rouge, exhibited to this deponent by Daniel W. Coxe of Philadelphia, now present; that the said grant bears date the 20th day of June, A. D. 1797; that he recognises the signatures thereto of the aforesaid Baron de Carondelet, and of Don Andres Lopez Armesto, the secretary of the government of Louisiana, as genuine and of the proper handwriting of those persons respectively; that the said instrument is filled up in the handwriting of Charles Tessier, esq., of Baton Rouge, who was then first clerk in the secretary's office; that this deponent has marked his initials, P. D., upon the said grant for the purpose of identifying it; and he moreover declares that he had a knowledge thereof about the time it was issued, and that it was a matter of public notoriety.

Signed, P. DERBIGNY.

Sworn to and subscribed before me, New Orleans, Feb. 27, 1824.

Signed, GALLIEN PREVAL,
Justice of the Peace, 2d Section.

Witness' answers to the foregoing interrogatories.

STATE OF LOUISIANA:

By virtue of the annexed commission, issued by the honorable, the circuit court of the United States for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana, I caused to appear before me, the undersigned justice of the peace in and for the parish of East Baton Rouge, Charles Tessier, of said parish, who, after being duly sworn, made to the interrogatories and cross interrogatories hereto annexed the following answers, to wit:

Answer No. 1. Answers: He is above sixty-seven years of age, and considers Louisiana his native State; he was baptised in the parish of Pointe Coupée, at the age of nine weeks, as he was told in the year 1776, which fact could be ascertained by reference to the records of the church in said parish.

2d. Answers: He was principal clerk in the office of the Spanish government of Louisiana for making grants of land, and he is now the judge of the parish of East Baton Rouge.

3d. Answers: This deponent, Jean Mercier and Louis Liantand.

4th. Answers: The grant marked A, is filled up in the handwriting of this deponent, who was chief clerk of the Spanish government of Louisiana at the time, and did the land office business in filling up grants.

5th. Answers: Deponent is familiar with the handwriting of the governor Baron de Carondelet, and of Don Andre Lopez Armesto, secretary of the government; the deponent has often seen them both write and sign their names.

6th. Answers: The signatures of said governor Carondelet, and secretary Armesto to the document A, are both genuine.

7th. Answers: He has a personal knowledge of the time the said grant was made and issued, because he filled it up at the time of

its date; his knowledge was, therefore, personal, as he performed the service; the grant was not a secret, but of public notoriety.

8th. Answers: The grant marked A, was denominated and considered as a "titulo en forma," and was such complete and perfect evidence of title, as not to require any other to validate or strengthen it: it purports to be for Maison Rouge's benefit, emanating, (as the following words in it show,) from the king, "Usando de los facultades que el Rey nos tiene concedidas," that is, in virtue of the power granted us by the king.

9th. Answers: He was familiar with the operations, forms, usages and customs of the land department under Governor Carondelet; the document marked B, is an official copy, duly authenticated by the present surveyor general of the State of Louisiana, Lewis Bringier, of a figurative plan or map, description and process verbal, by Carlos Trudeau, the Spanish surveyor general of the province, of the quantity of land, and its location, granted to Maison Rouge; the words, "certifico a favor del Señor Marquis de Maison Rouge," mean, I certify in behalf of the marquis, &c., and show that it was not a survey; and the original document referred to in the grant A, is in Mr. Bringier's office, as his certificate under the seal of his office shows; at this distance of time, nearly fifty years, deponent cannot recollect whether Carlos Trudeaux's plan and process verbal, B, was or was not before his eyes, when he filled up the body of the grant, A, but he always obeyed the orders of the Baron de Carondelet and of the secretary of the government, Don Andres Lopez Armesto, and in this instance, as in others, performed his official duty.

10th. Answers: That in the preceding answer deponent said, and now repeats, that at this distance of time, (46 years) he is unable to say whether he had or had not Trudeaux's figurative plan and process verbal before him, but he is certain that he performed his duty, either by dictation or written instructions of his superiors, or by seeing the document B, though he cannot say in which of the three respective modes he acted upon this occasion. There was a general form for ordinary grants, which changed when the grant was special, for certain purposes and under certain conditions, and the governor or secretary then usually dictated or wrote the words of the grant, which was afterwards copied, but he cannot recollect how it was in this instance.

11th. Answers: That he was acquainted with Don Carlos Trudeau, who was the surveyor general of Louisiana until the change of government, after which he filled the office of recorder, or president of the municipality, he thinks, under the American Government; his character for probity and intelligence always stood fair, and there never, that he ever heard, were any doubts or suspicions of his official acts, and he never knew of any judicial or extra judicial investigations of land titles, from suspicions of fraud or corrupt motives in his official acts.

12th. Answers: That Baron de Carondelet exercised the func-

tions of governor of Louisiana at the time the grant to Maison Rouge was made and issued, and until he gave up the reins of government to his successor, Don Manuel Gayoso de Lemos; Governor Gayoso retained the government of Natchez until Baron de Carondelet left Louisiana, who ended his official career as governor in August 1797, and proceeded to his new appointment at Quito, in Peru.

13th. Answers: That the words alluded to at the foot of the grant are in the handwriting of Don Andres Lopez Armesto, and the signature is that of the Baron de Carondelet.

14th. Answers: That he was acquainted with Jean Mercier and Peter Derbigny, and says that the documents presented to him, and marked C and D, are signed in the proper handwriting of those persons respectively, with which he is perfectly familiar and acquainted.

15th. Answers: That those affidavits are true; that the separation of the intendency from the government took place about 1794, when Messrs. Rendon & Morales successively filled the office of intendant, and being charged with the public finances, which were greatly embarrassed for want of money, they made difficulties about paying for the families which Maison Rouge introduced, and was authorized to introduce, and tried to get rid of further advances to Maison Rouge; the grant to Maison Rouge expressly states, "that, desirous to remove, in future, all disputes in regard to other families, or new colonists, who might come to establish themselves, the grant to Maison Rouge so much land," thus proving, that to get rid of an onerous obligation formed part of the consideration for said grant, the land not being then worth as much as those expenses might have amounted to in the end.

16th. Answers: That the first named was a clerk in the office of the Spanish government, and filled the office of recorder of mortgages for the parish of Orleans, and the latter was first interpreter of government, and subsequently governor of Louisiana, and also thinks that Mr. Derbigny was at one time secretary of State for Louisiana, and also judge of the Supreme Court at another period.

Signed, CH. TESSIER.

Sworn to before me, this 22d May, 1843.

Signed, A. DUPLANTIER, *J. Peace.*

Answers to cross interrogatories.

Answer No. 1. Answers: He is not related to the parties defendant in this suit, in any way.

2d. Answers: None in the event of this suit, nor in the decision of the questions of law or fact involved therein.

3d. Answers: That in his answers to the interrogatories in chief, has answered the different branches of the questions as well as he could, and endeavored to discriminate between mere opinions and his own personal knowledge of matters.

4th. Answers: That in his answer to the 7th interrogatory in chief,

he has stated, as circumstantially as he could, the period the grant was made and issued; he does not say he was present when Governor Carondelet and Secretary Amesto signed it, the lapse of time not enabling him to recollect the occurrences with certainty; the usages of the Spanish government did not require the presence of a first clerk to make it good; the secretary, Amesto, who countersigned the patent A, which emanated from royal authority, gave it its proper authentication; it does not appear to have been recorded in any book, that deponent recollects; its peculiar character and sanctity taking it out of the category of common small grants, as is believed.

5th. Answers: That he refers to his answer to 9th interrogatory in chief as the best he is able to give to this interrogatory; and adds, that Mr. Bringier's is an authentic copy of Trudeau's original figurative plan and process verbal, which, as its language imports, was not a survey, and never was designed as such.

6th. Answers: He does not know whether an actual survey of the grant was made previous to the grant or not; but grants were often made and confirmed by the government of Louisiana without any actual survey; and he knows that, when the American Government took possession of Louisiana, the 20th of December, 1803, numerous estates and properties were confirmed that had never been surveyed.

Signed, CH. TESSIER.

I, the undersigned justice of the peace, do hereby certify, that the foregoing are the true answers made, under oath, by the above named witness, Charles Tessier, to the different interrogatories and cross interrogatories hereto annexed, and that the same are signed by him, the said witness, in his proper handwriting, and in my presence, at the town of Baton Rouge, this 20th day of May, A. D. 1843.

Signed, A. DUPLANTIER,
J. Peace, parish of East Baton Rouge.

Bill of exceptions of plaintiffs, No. 2.

UNITED STATES
vs.
R. KING and D. W. COXE. } Called in warranty.

Be it remembered that, on the trial of the above entitled cause, the defendants, by their attorney, offered to read as evidence a paper marked K, purporting to be the copy of a petition, signed and presented by Daniel Clark, to J. V. Morales, intendant of Louisiana, on 1st of August, 1803, together with the alleged copy of a certificate purporting to be signed by Gilbert Leonard and Manuel Armirez, which copies were certified by Christoval de Armas, notary public, on the 26th day of April, 1820; to which certificate of said notary

was appended an official certificate of the then Governor Villeré, of Louisiana, proving his official character.

To the receiving of all which papers, plaintiffs' attorney objects: 1st, on the ground that said papers are not properly authenticated nor proven; 2dly, on the ground that said proceedings were ex parte and coram non judice; 3dly, that said Leonard and Amirez had no legal right or authority, in any official capacity, to give or make such certificate, and that the same is incompetent and insufficient to establish the facts therein set forth; 4thly, that said notary was incompetent to certify to the facts contained in his said certificate, and that said certificate is incompetent to the establishment of the same.

But the court overruled the exceptions, and received the said documents as evidence, because the handwriting and official capacity of Morales, Gilbert Leonard, and Manuel Armirez were proved at the trial by the testimony of Cruzat, and by whom it was also proved that the original archives were not in this country. To which opinion of the court, plaintiffs, by their attorney, except, and pray that this their bill of exceptions may be signed, sealed, and made a part of the record in this case; which is accordingly done.

Signed, THEO. H. McCALEB,
U. S. Judge.

Document K, referred to in the foregoing bill of exceptions.

Mr. Intendant General:

Mr. Daniel Clark, inhabitant of this city, with due respect, represents to your excellency that, for purposes needed by him, he has occasion for a certified copy in detail from the officers of the royal treasury of the contract made by the Marquis of Maison Rouge with the governor general of this province in the year 1795, for the settlement of families at the post of Ouachita, and of the order dated 14th July of said year, wherein his majesty was pleased to approve of said contract, the said officers certifying in detail whether the said Marquis of Maison Rouge fulfilled, in all respects, the engagements contracted by him thereby; and, as requested, that all the proceedings in the premises may be furnished him, for which favor he will ever remain grateful to your excellency.

Signed, DANIEL CLARK.

New Orleans, *August* 1, 1803.

New Orleans, 1*st August*, 1803.

As requested.

Signed, MORALES.

Contract referred to in the foregoing petition.

We, Francis Lewis Hector, Baron de Carondelet, knight of Malta, brigadier general of the royal armies of his catholic majesty, military and civil governor of the provinces of Louisiana and West Florida; Don Francis Rendon, intendant of the army and deputy

superintendant of the royal domains in the said provinces; Don Joseph de Orue, knight of the royal and distinguished order of Charles Third, principal accountant for the royal chests of this army, exercising the functions of fiscal of the royal domains, declare, that we agree and contract with the Senior Marquis de Maison Rouge, an emigrant French knight, who has arrived in this capital from the United States, to propose to us to bring into these provinces thirty families, who are also emigrants, and who are to descend the Ohio, for the purpose of forming an establishment with them on the lands bordering upon the Washita, designed principally for the culture of wheat and the erection of mills for manufacturing flour, under the following conditions:

1. We offer, in the name of his catholic majesty, whom God preserve, to pay out of the royal treasury two hundred dollars to every family composed of two white persons fit for agriculture, or for the arts useful and necessary for this establishment, as house or ship-carpenters, blacksmiths and locksmiths, and four hundred dollars to those having four laborers; and in the same way, one hundred to those having no more than one useful laborer or artificer, as before described, with his family.

2. At the same time, we promise, under the auspices of our sovereign monarch, to assist them forward from New Madrid to Washita with a skilful guide, and the provisions necessary for them till their arrival at their place of destination.

3. The expenses of transportation of their baggage and implements of labor which shall come by sea to this capital shall be paid on account of the royal domains, and they shall be taken on the same account from this place to the Washita: provided, that the weight shall not exceed three thousand pounds for each family.

4. There shall be granted to every family containing two white persons fit for agriculture ten arpens of land, extending back forty arpens, and increasing in the same proportion to those which shall contain a greater number of white cultivators.

5. Lastly, it shall be permitted to the families to bring or to cause to come with them European servants, who shall bind themselves to their service for six or more years, under the express condition that, if they have families, they shall have a right, after their term of service is expired, to receive grants of land, proportioned in the same manner to their numbers. Thus we promise, as we have here stated, and that it may come to the knowledge of those families which propose to transport themselves hither, we sign the present contract with the aforesaid Senior Marquis de Maison Rouge, to whom, that it may be made plain, a certified copy shall be furnished.

Signed, THE BARON DE CARONDELET.
FRANCIS RENDON.
JOSEPH DE ORUE.
THE MARQUIS DE MAISON ROUGE.

NEW ORLEANS, *the* 17*th of March*, 1795.

part of these lands, or that there has been a compliance on the part of the grantee with the conditions stipulated in the contract, except the certificate under date of the 5th of August, 1803, signed by Gilbert Leonard and Manuel Amires, to the translation of which, on page 69 of said book, the commissioners beg leave to refer.

The undersigned have observed a remark on the 25th page of the introductory part of the book entitled "land laws, &c." that no patent has issued in the claim under consideration. With great deference for that authority, the undersigned commissioners cannot but be of opinion, that the instrument under date of the 20th of June, 1797, is a patent (or what was usually denominated in Louisiana a title in form) transferring to the Marquis de Maison Rouge the title in as full and ample a manner as lands were usually granted by the Spanish government, subject however to the conditions stipulated in the contract with the government. The plat of survey above referred to will be found subjoined to this report.

REGISTER'S OFFICE,
Opelousas, 16th April, 1819.

I certify the foregoing is a true copy of the report made on the 14th day of December, 1812, on the claim of Louis Bouligny, among other claims, to land in the county of Washita, by the commissioners, appointed for the purpose of ascertaining and adjusting titles and claims to lands in the western district of the late territory of Orleans, now State of Louisiana, and that in the said report the foregoing is classed among claims, which, in the opinion of said commissioners ought to be confirmed.

Given under my hand at the land office, Opelousas, the date above written.

Signed, LEVIN WAILES,
Register of the Land Office.

Bill of exceptions by plaintiffs, No. 4.

UNITED STATES,
vs.
R. KING & D. W. COXE. } *Called in Warranty.*

Be it remembered, that on the trial of the above entitled cause, the defendants offered in evidence the deposition of Eleanor Grayson, and an unsigned paper, purporting to be a list of individuals who arrived at the post of Ouachita, on the 4th of July, 1796, in virtue of the Maison Rouge contract, to the reading of which deposition, and the said paper containing the said list of names marked A, and signed by witness, the plaintiffs by their attorney objected, on the ground that the interrogatories and the paper annexed thereto were leading in their character, and tended to suggested to witness the answer; which objection had been made by plaintiffs' attorney at the time of filing his cross interrogatories; that said

answers of the witness were mere hearsay and opinions, and that said witness evaded and refused to answer the cross interrogatories; that said list of names and statements of the witness thereunto were not evidence.

But the court overruled the objections, being satisfied, from evidence adduced on the trial, that the list referred to was in the handwriting of Maison Rouge, and permitted the said deposition and list of names to be read as evidence; to which opinion of the court, plaintiffs by their attorney except and pray.

Signed, THEO. H. McCALEB,
U. S. Judge.

Deposition of Eleanor Grayson, and the list of names referred to in the foregoing bill of exceptions, No 4.

Circuit court of the United States for the fifth circuit, holding sessions in and for the eastern district of Louisiana.

To M. M. COHEN, esq., *United States commissioner.*

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Eleanor Hook, widow of Thomas Grayson, and her duly examine, on oath, touching and concerning certain matters and things, in a case now depending in the said court, wherein the United States are plaintiffs, and King is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this fifteenth day of May, anno domini 1843, and the sixty-seventh year of the indepndence of the United States of America.

[SEAL.] Signed, DUNCAN N. HENNEN, *Clerk.*

Interrogatories and cross interrogatories annexed to the foregoing commission.

U. STATES, }
vs.
KING. }

Interrogatories to be propounded to Eleanor Hook, the widow of Thomas Grayson, of the parish of Ouachita, a witness produced and sworn on behalf of the warrantor:

1. Please to state your age, and when you first arrived in Ouachita, and whether you have ever since been residing there.

2. With whom and under what circumstances did you arrive in Ouachita?

3. Were you acquainted with the late Marquis de Maison Rouge, and how did you become acquainted with him?

4. Were you or were you not extensively acquainted with the persons who settled in Ouachita, under Maison Rouge's contract with the Spanish government? Please to examine the document marked A, annexed to these interrogatories, and which is entitled "Personnes arrivées au poste du Ouachita le 4 Juillet, 1796, sous la conduite de M. de Breard, en vertu du contrat passé entre le Gouvernment Général et Mr. de Maison Rouge."

Read attentively the names in said list, and state, according to the best of your recollection, whether you ever knew said persons, or which of them; whether they ever settled in Ouachita; by whom they were brought to said poste; whether they were connected with Maison Rouge's contract with the Spanish government for the introduction of 30 families or not; what countrymen they were; whether any of them are still living; whether they have left descendants now residing in Ouachita; and generally state whatever may appear most material to you in your recollections, tending to show the period and the circumstances of their settlement in Ouachita.

5. The following is a list of persons, concerning whom you are required to answer the same questions, as concerning list A, under the preceding interrogatory:

Breard Breville,
M'lle Sophia Breard,
François Casseron,
Buhourd,
M'me Buhourd,
Charles Betin,
Alexander Lawrence,
Pre. Belle, a Canadian,
Marie Faer,
Edward McDonald,
Jean Jacques Daigrepont,
Simon Réné Pommiere,
Michel Gideon Pommiere,
Noel Pradine,
Mme. Pradine,
Mathclin,
Brochay.

6. Do you not perhaps recollect other persons not mentioned in the foregoing lists, and who settled in Ouachita under Maison Rouge's contract? If so, please to state whether you recollect concerning them, tending to show the period and circumstances of their settlement.

7. You and the commissioner are both requested to put your names under the mark "A" of the annexed document, in order to identify it with these interrogatories.

Signed, L. JANIN, *Att'y.*

Cross interrogatories.

Plaintiffs, by their attorney, Balie Peyton, saving and reserving all legal exceptions to the direct interrogatories, and the answers which may be given thereto, and especially excepting to interrogatories 4, 5, and 6, as leading questions, and also to the names and document annexed to the said interrogatories, propound the following cross interrogatories:

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1st. Are you interested directly or indirectly in the decision of this suit, or are you related to or connected with any one who is?

Are you in any manner interested in the decision of the question of the Maison Rouge grant, or claim, or are any of your relatives so interested? If yea, state fully the nature of such interest, as well as of such relationship.

2d. Have you a *personal* knowledge of all the facts stated in your answers to the interrogatories in chief, or do you speak in whole, or in part, from the information of others? If from information, separate the facts within your own direct personal knowledge from what you have heard from others.

3. Do you *know*, of your *own knowledge*, how many families Maison Rouge actually settled on any part of the land now claimed by those who set up his grant? How many persons or individuals were there; from whence did they come; where did they settle; how long did they remain there; what was their occupation; if farmers, what did they cultivate; and how many of them are now living, and where are they living; when did you first see each and every one of said persons, and when did you last see them? Did you and they live in the same neighborhood, and in what neighborhood did you then, and do you now reside?

4. Do you now, or have you ever lived on the Maison Rouge claim? Do you or any of your family claim, or did you or they ever claim, any interest in or under said claim, or under those who set up said claim? If yea, and you or they do not now own or claim it, what has been done with said interest?

5. Do you live on, or claim any of the lands embraced in, the boundaries of said Maison Rouge claim, or any lands claimed under a title from the defendant, or Daniel W. Coxe, or have you ever resided on or claimed any such land, or have any of your family connexions so lived or claimed any such lands? If yea, state the same fully.

6. Is your memory, sight, and health good? Do you read and write the Spanish, French, and English languages, or any of them?

7. If you know any other fact of use to the plaintiffs, state the same as fully as if you were particularly interrogated thereto.

Signed, BALIE PEYTON,
U. S. Att. E. D. of La.

Document marked A, annexed to the foregoing interrogatories.

Personnes arrivés au poste du Ouachita le 4 Jullet, 1796, sous la conduite de Mr. De Breard, en vertu du contract passé entre le gouvernment général et Mr. de Maison Rouge.

Nom.	Couleur.	Age.	Nation.	Profession.	Remarque.
Alex'r Montseraud - -	Blanc	49 ans	François	Cultivateur -	Habitant avant l'insurrection de St. Dominique dans la partie du pays.
Zamon - - -	Negre	20 "	François	Negres a Mr. de Montseraud.	
Pierre - - -	Griffe	18 "			
Tanais - - -	Negre	24 "			
Pierre Dagnet - -	Blanc	25 "	François	Chirurgien.	
Daniel Racine - -	Blanc	38 "	Swisse	Cultivateur	Formant tous la même famille cultivateurs.
Henriette idem - -	idem	29 "	idem	Femme de idem	
Charles Gudeni Racine -	idem	27 "	idem	Cultivateur	
Felix Racine - -	idem	20 "	idem	idem	
Charles Auguste Racine -	idem	19 "	idem	idem	
Marie Madel Racine -	idem	26 "	idem		
Charlotte Racine - -	idem	17 "	idem		
Charles Rabart - -	Blanc	30 "	Swisse	Cultivateur	
Henriette Racine - -	Blanche	24 "	idem	Sa femme.	
Charles Henri Robart -	idem	2 ms.	-	Leur fils.	
Morie Robert - -	idem	39 ans	idem	Cultivateur.	
David Louis Robert - -	idem	27 "	idem	idem.	
Phillippe Brande - -	idem	38 "	idem	idem.	

Pierre Grand Jean - -	idem	46		Swisse	idem.	
Phillippe Calarne - -	idem	40	"	idem	idem.	
Charles F. Adrien le Paulinier Chevalier Danemours -	idem	97	"	François	Cultivateur	Ancien consul genéral de France aux Etats Units d' Amerique.
George Bracon - -	idem	23	"	Anglois	Ses engages.	
Edouard Flebretz - -	idem	40	"	idem		
Audrel Stevenson - -	de couleur	28	"	[illegible]	Sa menage.	
Eleonore Hook - -	Blanche	14	"			
Zephire - - -	Negre	22	"			
Zenille - - -	idem	21	"			
Louis - - -	idem	20	"	François	Esclaves	du Ch. Danemour.
Pierrot - - -	idem	17	"			
Jean - - -	Griffe	18	"			
Mathilde - - -	Mulatee	9	"			

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Depositions.

Depositions of witness produced, sworn, and examined, by virtue of the annexed commission, on the 16th day of May, 1843, in the city of New Orleans, in the parish of Orleans, in the State of Louisiana, before me, M. M. Cohen, commissioner named in the annexed commission, in a certain cause now depending in the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, between the United States and Richard King, on the part of Coxe, called in warranty.

Eleanor Hook, now Grayson, being produced and sworn, answers as follows, to the interrogatories propounded to her:

To the 1st interrogatory in chief deponent answers, that she is aged sixty years last January, that she first arrived in Ouachita in the year 1796, and that she has been residing there the greater part of her time since her first arrival.

To the 2d interrogatory in chief deponent answers, that she arrived in Ouachita with the Chevalier D'Anemour, her guardian.

To the 3d interrogatory in chief deponent answers, yes, she was acquainted with the late Marquis de Maison Rouge, and became acquainted with him by seeing him at the house of her guardian aforesaid, and at two other houses, Mr. Baden's and Mr. Filhiol's.

To the 4th interrogatory in chief deponent answers, that she has examined the document marked A, annexed to these interrogatories, and which is entitled "personnes arrivées au poste du Ouachita le 4 Jullet, 1796, sous la conduite de Mr. de Breard, en vertu du contrat passé entre le Government Général et Mr. de Maison Rouge," that she has read attentively the names in said list, and states that according to the best of her recollection she knew those whose names are now ticked by the commissioner in blue ink. Some of them settled in Ouachita she is sure, but whether all did, she does not know. Part of those persons whose names have been ticked on said list by the commissioner as aforesaid, came to Ouachita in the same boat with deponent. Deponent cannot say by whom they were brought to said port. Mr. Breard was along. Deponent does not know whether they were or were not connected with Maison Rouge's contract with the Spanish government for the introduction of thirty families. At the time of deponent's arrival in Ouachita she was only between 13 and 14 years of age, and too young to know the above last question. Deponent cannot tell what countrymen they were, except that some were Dutch, some Irish, some Americans, and some French. Deponent does not know whether any of them are still living, but knows that some of them have left descendants now residing in Ouachita. She recollects particularly two families, viz: Mr. Betin and Mr. Breard's children. Deponent has nothing further to state, tending to show the period and the circumstances of their settlement in Ouachita.

To the 5th interrogatory in chief deponent answers, that she knew Breard Breville, Mde. Sophi Breard, his sister, Charles Betin, Alexander Lawrence, Marie Faer, (sometimes called Catelin,) Jean Jacques Daigrepont, Simon Rénée Pommier, Michel Gideon Pommier, Noel Pradine, Mathelin and Brochay, but she did not know the rest of those named in said list; that she had always heard that those she names as having known had come on as settlers under Maison Rouge. Some of the above settled in Ouachita, but deponent does not know whether they all did. Deponent does not know by whom they were brought to said port, nor whether or not they were connected with Maison Rouge's contract with the Spanish government for the introduction of thirty families or not—nor can she tell what countrymen they were. The children of Betin and Breard are still living, but deponent does not know whether any of those named in the last list are still living, nor does she recollect anything further tending to show the period and the circumstances of their settlement in Ouachita.

To the 6th interrogatory in chief deponent answers, that she does not recollect other persons not mentioned in the foregoing list, and who settled in Ouachita under Maison Rouge's grant.

To the 1st cross interrogatory deponent answers, that she is not interested directly or indirectly in the decision of this suit, nor is she related to or connected with any one who is, except Mr. Richard King, and he is deponent's son-in-law. Deponent is not in any manner interested in the Maison Rouge grant or claim, nor are any of deponent's relatives so interested.

To the 2d cross interrogatory deponent answers, that she refers to her answers to the interrogatories in chief for answer to this 2d cross interrogatory.

To the 3d cross interrogatory deponent answers, that she does not know of her own knowledge how many families Maison Rouge actually settled on any part of the lands now claimed by those who set up his grant, nor does she know how many persons or individuals were there, nor from where they came, nor where they settled, nor how long they remained there, nor what was their occupation, nor what they cultivated, nor how many of them are now living. Deponent lived then on the Ouachita river, at what is now called Monroe, and she now resides about twenty-eight miles below Monroe, on the Ouachita river.

To the 4th cross interrogatory deponent answers, that she lives with her son-in-law, Richard King, within the limits of the Maison Rouge grant, and her last husband Mr. Grayson, lived within the limits of it. Deponent does not claim any interest in or under said claim, or under those who set up said claim, nor do any of her family claim any interest in or under said claim, or under those who set up said claim, except deponent's son-in-law, Richard King, as before stated, and he is no blood relation of or to deponent; nor did deponent or any of her family ever claim any interest in or

under said claim, or under those who set up said claim, except as before stated.

To the 5th cross interrogatory deponent answers, that she did live, in her husband's life-time, on land embraced in the boundaries of said Maison Rouge claim, but has no interest in it. She lives with her son-in-law as is above stated. Deponent does not claim any lands embraced in the boundaries of the Maison Rouge claim, or any lands claimed under a title from the defendant, or Daniel W. Coxe. She never has claimed any such land, nor have any of her family connexions so claimed or lived, except as before stated.

To the 6th cross interrogatory deponent answers, that her memory is good enough to recollect the persons herein before named, and she believes it to be as good as that of most persons of her age; that her sight is pretty good; that her health is good other than the rheumatism. She reads and writes the English language, and understands the French.

To the 7th cross interrogatory deponent answers, that she knows of no other fact of use to the plaintiffs, except those which she hath herein before already stated.

Signed, ELANOR GRAYSON.

Sworn to and subscribed, on the day first aforesaid.

Signed, M. M. COHEN.

I certify that the following is a correct list of the names which I have marked with a blue mark (thus √,) on the document annexed marked A, viz: Alexander Monsserard Zamore, Preur, Tanois, Pierre d'Agnet, Henriette idem, Charles Frederick Racine, Felix Racine, François Racine, Charles Auguste Racine, Marie Madel Racine, Charlotte Racine, Charles Robart, Henriette Racine, Charles Henri Robert, Morse Robert, David Lewis Robert, Pierre Grand Jean, Chevalier D'Anemour, George Bacon, Edward Flaherty, Rachel Stevenson, Eleanor Hook.

I also certify that Eleanor Grayson, the deponent, was by me sworn to declare the truth on the questions put to her in the cause; that the interrogatories and cross interrogatories were produced to her, and her answers thereto taken in writing and subscribed by her in my presence, on the day and at the place in that behalf first aforesaid.

Signed, M. M. COHEN, *Commissioner.*

Plaintiffs' bill of exceptions, No. 5.

UNITED STATES vs. R. KING & D. W. COXE, } Called in warranty.

Be it remembered, that in the trial of the above entitled cause, the defendants, by their attorney, offered to read in evidence the deposition of James Gleason, John Morrison and Mary Felicity Ray,

widow Dewit, taken under a commission and upon interrogatories, together with a copy or list annexed thereto, marked exhibit A, with the names of said witnesses endorsed thereon.

To the reading of which depositions and the said list of names, plaintiffs by their attorney objected, on the ground that the interrogatories and papers annexed thereto were leading in their character, and tended to suggest to the witnesses their answers, which objections had been made by plaintiffs' attorney at the time of filing his cross interrogatories; that said answers of the said witnesses were mere hearsay and matters of opinion, and that the witnesses evaded and refused to answer the cross interrogatories; and that said copy of said list of names was not evidence.

But the court overruled the objections, and permitted the said depositions and copy to be read as evidence. To which opinion of the court, the plaintiffs, by their attorney, except, and pray that this their bill of exceptions may be signed, and made a part of the record in this case, which is accordingly done.

Signed, THEO. H. McCALEB, *U. S. Judge.*

Depositions, &c., referred to in the bill of exceptions, No. 5.

Circuit Court of the United States for the 5th circuit and eastern district of Louisiana. To any judge or justice of the peace in the parish of Ouachita:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, James Gleason, John Morrison and Mary Felicity Ray, widow Dewit, and them duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein the United States are plaintiffs, and Richard King and others are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this third day of June, anno domini 1843, and in
[L. S.] the sixty-seventh year of the independence of the United States of America.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Interrogatories annexed.

UNITED STATES
vs.
R. KING.

Interrogatories to be propounded on behalf of the defendant and warrantor, to Mrs. Dewitt, James Gleason, and other witnesses, residing in the parish of Ouachita.

1. What is your name and age?

2. How long have [you] been residing on Ouachita river?

3. Did you know the late Marquis de Maison Rouge? And if so, state when and under what circumstances you knew him.

4. Did you or did you not know many of the persons who settled on Ouachita river, under the Spanish government, and under Maison Rouge's contract with the Spanish government? Please to examine the document "A," annexed to these interrogatories, and which is entitled "Personnes arrivées au poste du Ouachita le 4 Jullet, 1796, sous la conduite de Mr. de Breard, en vertu du contrat passé entre le government géneral et Mr. de Maison Rouge." Read attentively the names in said list, and state, according to the best of your recollection, whether you ever knew said persons, or which of them; whether they were settled in Ouachita; by whom they were brought to said poste; whether they were connected with Maison Rouge's contract with the Spanish government for the introduction of thirty families or not; what countrymen they were; whether any of them are still living; whether they have left descendants now residing at Ouachita; and state generally whatever may appear most material to you in your recollections, tending to show the period and the circumstances of their arrival in Ouachita.

5th. The following is a list of persons concerning whom you are requested to answer the same questions as concerning list A, under the preceding interrogatory, viz.

Breard Breville, François Carseron, Buhourd, Mad'me Buhourd, Charles Betin, Alexr. Laurence, Pr. Belle, a Canadian, Marie Fair, Edward McDonald, Jean Jacques Daigrepont, Simon Réné Pommier, Michael Gideon Pommier, Noel Pradine, Mad'me Pradine, Mathelin and Brochay.

6th. Do you not, perhaps, recollect other persons, not mentioned in the foregoing list, and who settled in Ouachita under Maison Rouge's contract? If so, please to state whatever you recollect concerning them, tending to show the period and circumstances of their settlement.

7th. You and the commissioner are both requested to put your names under the mark "A" of the annexed document, in order to identify it with these interrogatories.

Signed, LS. JANIN,
Attorney for defendant and warrantor.

Plaintiffs, by their attorney, Balie Peyton, saving and reserving all legal exceptions to the direct interrogatories, and the answers which may be given thereto, and especially excepting to interrogatories Nos. 4, 5, and 6, as leading questions, and also to the names and document annexed to the said interrogatories, propound the following cross interrogatories.

1. Are you interested, directly or indirectly, in the decision of this suit; or are you related to or connected with any one who is? Are you in any manner interested in the decision of the question of the Maison Rouge grant or claim, or are any of your relatives so

interested? If yea, state fully the nature of such interest, as well as of such relationship.

2. Have you a *personal* knowledge of all the facts stated in your answers to the interrogatories in chief, or do you speak in whole or in part from the information of others? If from information, separate the facts within your own direct and personal knowledge, from what you have heard from others.

3. Do you *know* of your *own* personal knowledge, how many families Maison Rouge actually settled on any part of the land now claimed by those who set up his grant? If yea, how do you *know* the fact? How many individuals were there; from whence did they come; where did they settle; how long did they remain there; what was their occupation; if farmers, what did they cultivate, and how many of them are now living; where did you first see each and every one of said persons, and where did you last see them? Did you and they live in the neighborhood, and in what neighborhood did you then, and do you now, reside?

4th. Do you now, or have you ever lived on the Maison Rouge claim; do you or any of your family claim, or did they or you ever claim any interest in or under said claim, or under those who set up said claim? if yea, and you or they do not now own or claim it, what has been done with said interest?

5th. Do you live on, or claim any lands embraced in the boundaries of said Maison Rouge claim, or any lands claimed under a title from the defendant, or Daniel W. Coxe; or have you ever resided on, claimed any such land, or have any of your family connexions so lived, or claimed any such lands? If yea, state the same fully.

6th. Is your memory, sight, and health good? Do you read and write the Spanish, French and English languages, or any of them?

7th. If you know any other fact of use to the plaintiffs, state the same as fully as if you were particularly interrogated thereto.

Plaintiffs' attorney requires a full, explicit and categorical answer to every cross interrogatory, and every part thereof.

Signed, BALIE PEYTON,
U. S. Attorney, E. D. La.

Document A,

Referred to in the foregoing bill, is annexed to plaintiffs' bill of exceptions No. 4. See page

Deposition of James Gleason.

UNITED STATES
vs.
RICHARD KING.

The deposition of James Gleason, a witness in the above entitled cause, now pending in the circuit court of the United States

for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, said witness being first duly sworn, says, in answer to the

1st interrogatory. My name is James Gleason, and my age fifty years.

2d [interrogatory.] I have never lived on the Ouachita river, but have always resided on the bayou de Suad, within five to seven miles from the town of Monroe on the Ouachita river.

3d interrogatory. I have a slight recollection of seeing the Marquis de Maison Rouge; I was small at the time; I have seen him, and know that he resided here.

4th interrogatory. I know many of the persons who were said to have come here under the Maison Rouge contract, but personally I know nothing about the contract, only from hearsay. Of the names in the document marked A, I recollect of seeing Pierre Dagnet, Daniel Racine, Henrietta his wife, Charles Frederick Racine, Felix Racine, François Racine, Charles Auguste Racine, Mary Madel Racine, Charlotte Racine, Charles Robert, Henrietta Racine his wife, and Charles Henry Robert, their son, Chevalier D'Anemours, Elenor Hook, and Matilda, a free woman; I recollect the names of other persons who must have lived here, from report, although I don't recollect distinctly their persons, to wit: Montferand and Flaherty, and I know that D'Anemours had slaves, but do not recollect their names; I do not know who brought them here; their nation appears to be correctly described in the annexed list marked A, as well as I can recollect; I cannot say that any of them are yet living, except Eleanor Hook, now the widow Grayson; and, some few years since, I believe Charles Henry Robert was living in some part of Arkansas; there are several descendants of the Racines now living in the parish of Ouachita.

5th interrogatory. I know Breard Berille; some of his children are now living in the parish of Ouachita; I know Charles Betin and Alexander Lawrence; some of their descendants are now living in this parish; I also recollect the two Mr. Pommieres, both dead, without children; the name of Brochay is familiar to me, but I do not recollect the person.

6th interrogatory. I know nothing about this question.

7th interrogatory. I have signed my name to the list marked A.

Answers to cross interrogatories.

To 1st cross interrogatory. I have no interest in the decision of this suit, or the question of the Maison Rouge grant, neither have I any relatives who are, to my recollection.

2d cross interrogatory. I have stated fully, in my answers in chief, the nature of my information.

3d cross interrogatory. As to my knowledge of the families settled by Maison Rouge on the grant, I was young at the time, and could not know personally much about it, only what was told me

by the people; I have already answered in chief what I knew as the number of persons; I don't know where they came from; I have understood that they principally came from Baltimore; they settled at different places, but all within what was then called the post of Ouachita; they were generally farmers, and all cultivated corn, and most of them cotton also; there was one a Doctor Dagnet; I have already stated what I know about the number of them now living; I cannot say where it was I first saw them. It was when I was very young, and I can't undertake to detail when I last saw any of them. From a list of qualified voters for the parish of Ouachita, now in my possession, made out by my father and Patrick Darby, in the handwriting of Darby, in 1810, I find the names of Michaelly Pommiére, Charles Robert, Felix Racine, Auguste Racine, Breville Breard, Charles Betin, the same persons that I have named before; I then resided on the bayou de Suad, and now reside on the same bayou, within three miles of the same place.

4th cross interrogatory. I never lived on the Maison Rouge claim, nor any of my family, and never had any interest in it.

5th cross interrogatory. I have fully answered this interrogatory in my answer to the 4th interrogatory.

6th cross interrogatory. I am in good health, and believe my memory is good; I do not read nor write either the French or Spanish languages; I read the English language, and can make out to write it.

7th cross interrogatory. I have nothing further to state, and I have endeavored to make as full and correct statements to the several portions of the interrogatories as I could.

Signed, JAMES GLEASON.

Sworn to and subscribed before me, this 16th day of June, 1843.

O. D. STILLMAN, *J. Peace.*

Deposition of John Morrison.

UNITED STATES, }
vs. }
RICHARD KING. }

The deposition of John Morrison, a witness in the above entitled cause, now pending in the circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana. Said witness being first duly sworn, says, in answer to the

1st interrogatory. My name is John Morrison, and I am fifty-four years old.

2d interrogatory. I came to this country a boy, in the year 1795, and have resided in different parts of this parish from that time until 1819; from that time until 1837, I did not reside here, but visited here occasionally; but since 1837 I have resided here.

3d interrogatory. I know the Marquis de Maison Rouge; I saw him several times at his , at Prairie Round; he was residing on his plantation, and was said to be the owner of a large Spanish grant; I was not intimate with him, he being a man, and myself but a small boy.

4th interrogatory. I knew a number of persons who settled here under the Spanish government, but whether under the contract of Maison Rouge I am unable to say, as I have no personal knowledge of that contract, only from the report of others; I knew several of the persons named in the document marked A, to wit: Pierre Dagnet, (a doctor,) Daniel Racine, and Henrietta, his wife, Charles Frederick Racine, Felix Racine, François Racine, Charles Auguste Racine, Marie Madel Racine, Charlotte Racine, Charles Robert, and Henrietta Racine his wife, and Charles Henry Robert, their son, Morse Robert, David Lewis Robert, Chevalier D'Anemours, Edward Flaherty, Rachael Stevenson, a colored woman, Eleanor Hook, now widow Grayson, Matilda, (Griffe;) I recollect that D'Anemours had slaves, but I do not recollect their names and number; I recollect the name of Montferand, but have no recollection of the man; I know that those persons were settled within the post of Ouachita, but do not know who brought them here, only from report. Several of them claimed land under what was called the Maison Rouge contract; I do not know the nature of that contract; I believe, from what I have understood, that the nation of these persons is correctly described in the document marked A. Eleanor Hook is alive, and Henry Robert was alive the last time I heard of him, and residing in Arkansas. The Racines have left a number of descendants now residing in the parish of Ouachita.

5th interrogatory. Breard Breville I knew; also Charles Betin and Alexander Lawrence; they are dead, and have descendants now residing in the parish; I also know Simon Rèné Pommière and Michael Gideon Pommiére; they died here without children. The name of Brochay is familiar to me, but I do not recollect the man.

6th interrogatory. There were many other persons who were settled in the Maison Rouge grant, but whether they came under the contract or not I am unable to say.

7th interrogatory. I have signed the document marked A agreeably to request.

Answers to cross interrogatories.

1st cross interrogatory. I am not interested in the decision of this suit, or the Maison Rouge grant. I have some relations who are interested, but not nearer related than the child of a half sister.

2d cross interrogatory. I think I have sufficiently explained this in making my answers.

3d cross interrogatory. I do not know how many families Maison Rouge actually settled on the grant. As to the number of individuals there, I have described them in my previous answers; I

cannot say where they came from; they generally came up the river in boats, and settled in what was then called the post of Ouachita, and on what was called the Maison Rouge grant. I cannot undertake to state how long each one remained, but a great many of them remained until they died; they were generally farmers; they all cultivated corn, and some of them cotton and wheat; I have stated my knowledge of those who are still living, and where they live. When I first saw those persons, it was after they came to the post of Ouachita, about the year 1796, or shortly after; I cannot undertake to state particularly when I last saw them; I resided with my father who lived in the neighborhood, and I now reside in the parish of Ouachita.

4th interrogatory. I do not reside within the Maison Rouge claim; my father once did, but I do not know that my father, or any of my family, claimed under that grant; I have a half-brother who claims some land within what is called the grant, but whether he claims under the grant or not I am unable to say.

5th interrogatory. I think I have fully answered this question.

6th interrogatory. My health is very good, and my memory unimpaired. I only read and write the English language.

7th interrogatory. I know of nothing further that will benefit the plaintiffs.

Signed, JOHN MORRISON.

Sworn to and subscribed before me, this 16th day of June, 1843.

Signed, O. D. STILLMAN, *J. Peace.*

Depositions of Mary Felicity Roy.

UNITED STATES, }
vs. }
R. KING. }

The deposition of Mary Felicity Roy, a witness in the above entitled cause, now pending in the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana; said witness being first duly sworn, in answer to the 1st interrogatory, says: my name is Mary Felicity Roy, widow Dewitt, and [am] sixty-two years of age.

2d interrogatory. I was brought to this parish, as I have been told, when I was about one month old, and have resided here ever since. I lived a short time on the Ouachita river, but the greater part of my life on bayou du Sued.

3d interrogatory. I knew the Marquis of Maison Rouge very well; he visited my house frequently during the lifetime of my first husband, Lewis Zaney.

4th interrogatory. I know a great many persons who settled here under the Spanish government, but whether they settled here under the Maison Rouge contract, I am unable to say. I have heard a number of persons say that they were entitled to lands under the

contract. Of the persons named in the document marked A, I knew Alexander Montferand. I recollect that he had slaves, but do not know how many, nor their names. I knew Pierre Dagnet, a doctor. I knew all the Racines and Roberts, as named in the document A, also Pierre Grand Jean, Philip Calarne, and Chevalier D'Anemours, Edward Flaherty, Rachel Stevenson, Eleanor Hook; and I knew D'Anemours had a number of slaves, but their names and number I don't recollect. I know those persons were here, but I do not know who brought them here. I don't know whether they came here under the contract of Maison Rouge or not; but I know some of them claimed land under that contract. Their country is properly described in the document marked A. I don't know that any of these persons are alive, except Eleanor Hook, now the widow Grayson. There are a number of the descendants of the Racines residing in the parish of Ouachita. I cannot recollect the time that all these persons came to the country, but I know that they were here previous to the change of government.

5th interrogatory. I know Breard Breville, Charles Beton, and Alexander Laurence, they are all dead, and have descendants living in this parish. I also know the two Pommires and Brochay, all of whom are dead. These were also here before the change of government.

6th interrogatory. In answer to this interrogatory, I am unable to add anything to what I have said.

7th interrogatory. I have signed the document marked A, by making my ordinary mark.

Answers to cross interrogatories.

To 1st interrogatory. I don't know that I have any interest, or that my relatives have any interest, either in this suit, or in the Maison Rouge grant.

2d cross interrogatory. What I have already stated answers this interrogatory.

3d cross interrogatory. I don't know of my own knowledge, how many families Maison Rouge settled on any part of the land, nor the particular place they came from. They settled on the post of Ouachita. Most of them remained here until they died. I believe most of them were farmers, and cultivated corn, cotton, wheat, and potatoes. I am only certain of but one of them living, Eleanor Hook, who, I believe, lives with her son-in-law, in the parish of Caldwell. I cannot specify the particular day when I first saw these persons, but it was before the change of government, nor when I last saw them; but I have seen a number of them buried. I consider that I have lived in the same neighborhood with them, having lived in the post of Ouachita, now the parish of Ouachita, and I have lived on the same spot from 1798 to the present time.

4th cross interrogatory. I lived awhile when a girl with my father, within what was called the Maison Rouge grant, but neither of us held any claim under it.

5th cross interrogatory. I do not live on lands embraced in the Maison Rouge grant, or under title from the defendant or Daniel W. Coxe. I did live when a girl with my father on land within the grant, but held by my father under an adverse claim.

6th cross interrogatory. I am only in tolerable health, and I can't boast of my memory, but I believe it is as good as most persons. I do not write and read but little, and that of the French language only, and that is my mother tongue; but I speak both English and French.

7th cross interrogatory. I know nothing further that will benefit the parties.

Signed, MARY FELICITY ROY, her X mark.

Sworn to and subscribed, by her ordinary mark, before me, this 16th June, 1843.

Signed, O. D. STILLMAN, *J. Peace.*

STATE OF LOUISIANA, *parish of Ouachita:*

I, Oliver D. Stillman, a justice of the peace, in and for said parish and State, do hereby certify, that by the authority in me vested by the annexed commission, I proceeded to the residences of James Gleason, John Morrison, and Mary Felicity Roy, widow Dewitt, witnesses in a certain cause now pending in the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, wherein the United States are plaintiffs, and Richard King defendant, and that I reduced to writing their answers to the several interrogatories hereto annexed, and caused them to sign the same in my presence, after having duly sworn them on the Holy Evangelists of Almighty God, according to law, to make true answers to the questions propounded to them. I further certify, that I caused said witnesses to sign their names to the document marked A, hereto annexed, to identify it, for which purpose, I have also signed my name to it officially. I herewith enclose with these answers the commission and interrogatories; all of which, I will enclose and seal up and direct to the clerk of the said court.

In testimony whereof, I hereto sign my name officially, this 16th day of June, 1843.

Signed, O. D. STILLMAN, *J. Peace.*

Agreement as to the trial.

UNITED STATES, vs. R. KING, D. W. COXE. } *Called in Warranty.*

Circuit court of the United States, fifth circuit, in and for the eastern district of Louisiana.

Whereas the said defendants are desirous of fixing an early day

for the trial of the above entitled case, it is agreed between the undersigned, as follows:

I. That this cause shall be set down for trial on the first Monday in July next, and the same shall be tried, unless unavoidably postponed for some of the causes hereinafter mentioned.

II. That all printed or manuscript copies of depositions, or sworn statements of any witness or witnesses, in relation to the matters in controversy in this case, or in any manner pertaining or relating to the grant or claim, commonly called the Maison Rouge claim, shall and may be offered and read in evidence in behalf of plaintiffs on the trial of said cause; and especially the record and proceedings in the case of Landemean vs. Coxe & Turner, and of John F. Girod against same, published in document No. 151, of House of Representatives, 2d session, 27th Congress; whether the same be contained in the proceedings of Congress, in the Land Office at Washington, in the opinions of the Attorney General of the United States, in the records of the courts of the State of Louisiana, or elsewhere, said evidence to be received in the same manner as if the same had been procured in the form of depositions contradictorily taken between the parties in this suit, upon commissions, interrogatories, and cross interrogatories, regularly issued and executed in this case.

III. That no objection shall be made as to the admissability of said evidence, neither as to form nor substance.

IV. That copies of all records, or parts of records, which may relate or appertain to the said claim, in any suit or suits in which said defendants, or either of them, have been parties as defendant, plaintiff, or by a call in warranty, or in which said claim has been involved; or any paper or document, or copies of any letter or letters relating to said Maison Rouge claim, which is contained in any Congressional proceedings, or which may have been presented by either branch of Congress; or any paper or letter which may be on file, either in the original, or in the form of a copy, in any of the public offices of the United States, or State of Louisiana, shall be read in evidence on the trial of said suit, in behalf of plaintiffs, without objection, and no authentication shall be required to the same.

V. That any and all copies of documents of the nature and description above mentioned, which may not be in the power of plaintiffs to procure on or before the said first Monday in July next, shall and may be filed after the hearing, and may go up as part of the evidence, in the event of an appeal to the Supreme Court; or the same may be used and filed in the Supreme Court of the United States, as if they had been read in evidence on the trial below on the part of the plaintiffs.

VI. That nothing but the clearest case of necessity, in consequence of the sickness of counsel, or the absence of *important* evidence, shall authorize a postponement of said cause. Plaintiffs,

however, waive no legal objections as to the evidence to be offered by the defendants.

VII. This argument is not to bind plaintiffs until sanctioned by the Solicitor of the Treasury.

Signed, D. W. COXE,
LS. JANIN, *Attorney.*
BALIE PEYTON,
U. S. Attorney, E. D. La.

NEW ORLEANS, *June 1st*, 1843.

OFFICE OF THE SOLICITOR OF THE TREASURY.

Approved and sanctioned this 10th day of June, 1843.

Signed, CHAS. B. PENROSE,
Solicitor of the Treasury.

Statement of the evidence and admissions of parties taken down by the clerk.

UNITED STATES vs. RICHARD KING. } U. S. circuit court, east. dist. of La.

Plaintiffs' attorney read in evidence the treaties between Spain and France, and France and the United States, ceding to them the province of Louisiana.

It was admitted that the tract of land in controversy, was embraced within the territorial limits of the State of Louisiana, as defined by said treaties.

Plaintiffs' attorney filed an argument marked exhibit "A."

Defendants' counsel offered in evidence,

1. *Document "E,"* a commission executed in [the] parish of East Baton Rouge, under which was taken the deposition of Charles Tessier, and documents included or annexed, marked A, B, C, and D.

2. Doct. "F." Statement of Judge Bullard and documents annexed, marked from A to K.

3. Doct. "G." Extract from the minutes of the parish court of Ouachita.

4. Doct. "H." Embracing 30 leases from ‡1 to 30; 16 signed by Mr. Chew as one of the executors of Daniel Clarke, and 14 by a Mr. Bree, agent of the executors,

5. A law of the State of Louisiana of 18th March, 1818, creating the office of surveyor general.

6. A law of the State directing the purchase of the papers of Larean Trudeau.

7. Doct. "I." Copy of a figurative plan of the Maison Rouge grant by Larean Trudeau, marked—in the archives of L. Trudeau, now in the possession of L. Bringier, surveyor general—No. 130 M.

[It is agreed that the evidence offered by defendant, Coxe, may be read, reserving to plaintiff the right to except to the same at any time during the trial.]

Doct. "K." Petition of Daniel Clarke of 1st August, 1803, and copy of Maison Rouge's contract with the Spanish government.

Doct. "L." Letter of Morales, intendant general, of date 26th August, 1796.

Doct. "M." Letter of Rendon, intendant general, of date 12th August, 1795.

Doct. "N." Letter of Carondelet, governor general, of date 25th Nov., 1795.

Doct. "O." Letter of Armesto, of date 2d April, 1795.

Doct. "P." Letter of Morales, of 9th June, 1797.

Doct. "Q." Contract of Maison Rouge with Alexander Lawrence.

Doct. "R." Due bill of Maison Rouge of 29th June, 1797.

Doct. "S." do of same, 24th January, 1797.

Doct. "T." Passport of same, 1st January, 1795.

[The district attorney agrees that the mean conveyances from Maison Rouge to Coxe, need not be produced.]

Doct. "U." Report of the commissioners of the land office at Opelousas.

Doct. "W." Will of Maison Rouge.

Doct. "X." Letter of Baron Carondelet to the Baron de Bastrope.

Doct. "Y." Instructions from the Solicitor of the Treasury to the district attorney, of Dec. 23, and of 31, 1842.

Doct. "Z." Letter from E. M. Huntington, esq., Commissioner of the Land Office, Dec. 13, 1841, to Mr. D. W. Coxe.

[It is admitted that the concession of 1797 was not included in the inventory of Filhiol, made after the death of the Marquis de Maison Rouge.]

Doct. "A" "A."

Doct. "B B." Report of committee as to power of Executive to sue.

Doct. "C C." Report of the Committee on the Public Lands, recommending the confirmation of the Maison Rouge claim, [of] Dec. 22, 1820.

Doct. "D D." Report of Committee of Public Lands, of Jan'y 16, 1822.

Doct. "E E." Report of Committee of Public Lands, of Feb'y 10, 1817.

Doct. "F F." Report of Committee of Public Lands, of Jan'y 12, 1832.

Doct. "G G." Affidavit of D. W. Coxe, esq.

Doct. "H H." Commission containing depositions of Judge B. Winchester as to handwriting and official character of Thos. Freeman.

Doct. "I I." Commission executed in the parish of Ouachita, containing depositions of J. Gleason and others.

Doct. "K K." Commission containing depositions of Mrs. Grayson.

Doct. "L L," ‡ 1 and 2. Copies of Dinsmore's survey.

Doct. "M M." Copy—certified—of testimony used in the district court of the State of Louisiana, in 1817, in the suit of

Doct. "N N." Coxe's release to Louis Bouligny.

(It is agreed, between the parties to this suit, that the bills of exception, which may be taken by either party, shall be presented and signed, at any time, by the court, even after the decision in the case, in the same manner as if they had been regularly signed during the trial; and that the court will, according to its own views, admit or reject the evidence which has been offered by the parties.)

It is admitted that the land in controversy is, with the improvements, worth upwards of two thousand dollars.

Evidence offered by the counsel for the plaintiffs.

‡ 1. Copy of Maison Rouge's will [of] Aug't 26, 1799.

‡ 2. Printed doct. House of Representatives, No. 151, in relation to land claim of Maison Rouge, from page 28 inclusive.

‡ 3. Printed paper of G. F. Girod, entitled "An Exposition of the pretended title of the Marquis de Maison Rouge."

‡ 4. Opinion of the Attorney General of the United States, of date Dec. 22, 1841.

‡ 5. Opinion of the Attorney General of the United States, of date 27th Nov., 1841.

‡ 6. Letter of Mr. Newcombe, enclosing Dinsmore's survey.

‡ 7. Dinsmore's surveys, ‡ 11 and 22.

‡ 8. Copies of doct. and papers; certified by Thos. H. Blake, commissioner of the General Land office, 12th May, 1843.

‡ 9. Grant to Filhiol.

And afterwards, to wit, on the eleventh of July, in the year of our Lord 1843, the following motion for a new trial was made and filed of record, to wit:

UNITED STATES, vs. R. KING & DANIEL W. COXE. } No. 1070.—Called in warranty.

On motion of plaintiffs' attorney, Balie Peyton, esq., it is ordered, by the court, that the defendants show cause, on the 15th day of July, 1843, why a new trial should not be granted in this case, on the ground that the judgment of the court is contrary to law and evidence.

And afterwards, to wit, on the 20th of July, 1843, the following entry was made of record, to wit:

UNITED STATES, vs. R. KING & al. } No. 1070.

The rule heretofore taken by the plaintiffs in this case, on the defendants, to show cause why a new trial should not be granted, came on to be heard this day, the district attorney appearing for the plaintiffs, and Ls. Janin, esq., for the defendants. Whereupon, after argument of counsel, it was considered by the court that the rule be dismissed, and a rehearing refused.

And afterwards, to wit, on the 20th July aforesaid, plaintiffs, by their attorney, filed, in the clerk's office, the following petition for a writ of error, to wit:

UNITED STATES, vs. R. KING & D. W. COXE.

Circuit court of the United States, fifth circuit, and eastern district of Louisiana.

The petition of the United States, by their attorney, Balie Peyton, esq., respectfully show that there is error in the final judgment of this honorable court rendered in the above entitled suit, on the 10th day of July, 1843; that the amount in controversy is more than two thousand dollars.

Petitioners, therefore, pray a writ of error, returnable to the next term of the Supreme Court, at Washington.

Signed, BALIE PEYTON,
U. S. Atty. East. Dist. of La.

And on the same day, to wit, the 20th of July, the following order was made, to wit:

Be it so.

Signed, THEO. H. McCALEB,
U. S. Judge.

And afterwards, to wit, on the 21st day of July, the following writ of error was issued from the clerk's office, to wit:

Writ of error.

UNITED STATES CIRCUIT COURT.

UNITED STATES vs. KING and COXE. } No. 824.

Copy of the writ of error lodged in the clerk's office of the circuit court of the United States for the *ninth* circuit and eastern district of Louisiana in pursuance [of] the statute in such cases made and provided, this 21st day of July, 1843.

BALIE PEYTON,
Attorney of plaintiff in error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between the United States plaintiffs, and Richard King and Daniel W. Coxe defendants, a manifest error hath happened, to the great damage of the said United States, as by their complaint appears: we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness, the honorable Roger B. Taney, chief justice of the [L. S.] said Supreme Court of the United States, this 21st of July, in the year of our Lord one thousand eight hundred and forty-three.

D. N. HENNEN,
Clerk of the United States Circuit Court and Eastern District of Louisiana.
By H. B. PAGE, *Dep. Clerk.*

The United States of America to Richard King and Daniel W. Coxe, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the ninth circuit and eastern district of Louisiana, wherein the United States are plaintiffs in error and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this twenty-first day [L. S.] of July, in the year of our Lord one thousand eight hundred and forty-three.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

Citation in error.

UNITED STATES CIRCUIT COURT.

UNITED STATES vs. KING and COXE, } No. 1070.

Marshal's return.

Received August 3d, 1843, and on the 4th day of the same month I served a copy of the within citation in error on L. Janin, esq., attorney for defendants, in person, at New Orleans.

For A. SIDNEY ROBERTSON,
U. S. Marshal,
J. P. WALDEN,
Dep. U. S. Marshal.

I, Henry B. Page, deputy clerk of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, do hereby certify, that the foregoing one hundred and sixty-four pages, and the printed documents annexed, contain a full, faithful, and true transcript of the records and proceedings, together with all the evidence adduced on the trial of the suit of the United States vs. Richard King and D. W. Coxe, called in warranty, No. 1070 of the docket, as ordered and agreed upon by the counsel for the parties.

In testimony whereof, I have hereunto signed my name and affixed the seal of said court, at the city of New Orleans, [L. S.] this 14th day of September, in the year of our Lord one thousand eight hundred and forty-three, and 68th of American independence.

H. B. PAGE, *Dep. Clerk.*

I, Theodore H. McCaleb, one of the judges of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, do hereby certify, that H. B. Page is deputy clerk of said court, and that due faith and credit are due to his acts as such, and that his certificate is in due form of law.

Witness my hand and seal, this fourteenth day of Septem- [L. S.] ber, in the year of our Lord one thousand eight hundred and forty-three.

THEO. H. McCALEB, *U. S. Judge.*

‡ 3.—*An exposition of the pretended title of the Marquis de Maison Rouge to thirty leagues square on the river Ouachita.*

Memorial, &c.

When a citizen is threatened to be deprived of part of his property, and that thirty or forty families are about being ruined, he must be permitted to seek for redress.

The present memorial will serve as a reply to the "*brief of the titles of a concession of thirty superficial leagues in favor of de Mai-*

son Rouge," that has lately appeared; and will afford, as well to the Government as to the public, much light on the concession that would ruin thirty or forty families, if it was allowed to the heirs of Maison Rouge, or his assigns. But I confidently hope that the Government is not more disposed than individuals to give away their lands without a very strict inquiry into the titles in favor of which they are claimed. I think I am warranted in saying "pretended titles," because of the strong presumptions that rise against it from the perusal of the documents hereinafter copied.

My object is not to destroy the rights acquired by the Marquis de Maison Rouge from his contract, passed the 17th of March, 1795, and signed by the Baron de Carondelet, Francisco Rendon, Joseph de Orue, and de Maison Rouge, ratified at Madrid, on the 14th of July of the same year, although de Maison Rouge has not fulfilled the two-thirds of the conditions stipulated in the same contract;—the present inquiry only relates to the pretended concession of the 20th of June, 1797, on a plat, or copy of a plat, dated the 14th of June, 1797, by Don Carlos Trudeau, surveyor general, for thirty superficial leagues. It may not be amiss here to notice that Don Carlos Trudeau never came to the Washita either by land or water, unless it has been on the wings of the wind, (what no one will assert) and that at one glance he would have made the pretended survey.

I ought to have mentioned before now, that I am the owner of fifteen arpens in front in two concessions, of which the titles in form are dated on the 28th of August, 1797, for one, and for the other, on the 25th of November, 1798, both located within the pretended concession of thirty leagues; my titles are recorded in the land office at Opelousas, in book A, pages 296 and 301, in May, 1811, and duly certified by the commissioners; as are the titles of all the other grants lying within the aforesaid 30 leagues; but unfortunately, of all these titles, there is but one of ten acres front, which bears date a few days prior to the 20th of June, 1797; all the others are dated later than that epoch, until 1802. If the commissioners of the land office at Opelousas had run over their registers, those gentlemen would not, probably, have said in their report of the claim of thirty leagues square, made by Louis Bouligny, that "*No oral or other testimony has been adduced before the board, to establish the occupancy of any part of these lands, &c.*"

I am astonished that Mr. Gilbert Leonard and Mr. Manuel Armires should, on the fifth of August, 1803, have certified that De Maison Rouge had punctually fulfilled the conditions of his contract, when the contrary is evinced as well by the letters from the Baron de Carondelet to Mr. John Filhiol, commandant of that post from the year 1783 until the latter part of 1800, as well as by the hearsay of all the old inhabitants of this quarter; what ought to be the weight of such certificates, given in 1803, three years and upwards after the death of De Maison Rouge?

John Dinsmore, esq., is surveying, by order of Thomas Freeman esq., surveyor general, the thirty square leagues, in conformity to the pretended plat; he has begun below prairie Delait and stopped at the lower part of point Laine, including in his plat all the tracts settled after the 20th of June, 1797; (I have already observed that there is but one prior to that date,) he is at this moment drawing the back lines; after, he will probably cross to the west bank and then to the bayou Berthelemy and la Loutre, to complete his work. It is proper to observe here, that Maison Rouge has never pretended to own an inch of land in that beautiful tract, from point Laine downwards, nor in the one from Cheniere au Tondre to bayou Calumet; a fact which is proved, as well by two letters of the Marquis himself to Mr. John Filhiol, commandant, as by the draught of a plat made by said Marquis in July or August, 1797, on his return from New Orleans. His claims have always been between the bayou Siard and Berthelemy on the east bank of Washita, and on the west bank, from bayou la Loutre upwards.

If Maison Rouge had laid any claims on lands below Fort Miro, would he have permitted a number of persons to settle on them? In answer to this question I refer to his letters, by which will be seen what trouble he has taken to expel a certain ——— Morrison and George Hook from the lands he had selected for his establishment on the bayou Berthelemy.

If the government had granted the lands below Fort Miro, on both banks of the Washita, to Maison Rouge, in June, 1797, would they have given grants from August, 1797, to 1802, of lands situated within that tract, to several farmers, fathers of families? Would they not have apprised of this circumstance Mr. Filhiol, the commandant? As it will be seen they have immediately done with respect to the contract of the 17th of March, 1795. The government of that time was too just and paternal to have exposed a number of farmers to lose, at a future day, not only their lands, but their labor from eighteen to twenty-two years, while there were many other vast tracts of vacant lands!

I have said that Mr. Filhiol has been commandant of this post from 1783 to the latter part of 1800. The Marquis de Maison Rouge arrived here in June, 1795, and lived in Washita until the end of 1799; he then went down to New Orleans, where he died in the early part of 1800. During his lifetime, he never uttered a word respecting any claims to land below Fort Miro. In April, 1800, Mr. Dominique Bouligny, acting for Louis, his brother, arrived at Washita, to dispose of the estate of Maison Rouge; no mention was then made of these lands; those of the contract of March, 1795, were the only ones spoken of.

Mr. Filhiol having resigned his command, he was superseded by Don Vincente Fernandez Tejeiro, who delivered over this post to Mr. Bowmar, acting for the United States. At the end of 1802, Mr. Louis Bouligny came to this place, and left it soon after; and at the end of the same year, Don Vincente Fernandez Tejeiro gave

order to Mr. James M'Laughlin, surveyor (it is proper to observe here, that no surveyor had ever been appointed for this quarter before Mr. M'Laughlin, his commission is dated in 1799,) to survey from point L'aine, or twenty-five acres below, as far as opposite bayou Calumet, excepting all tracts that were settled; and the said M'Laughlin executed that survey in January, 1803, of which he has still the field notes in his possession; however, on the east bank of the river, he has surveyed but the front, and on the west he has not surveyed at all; this fact can be proved by Mr. M'-Laughlin himself, who is a man of integrity; as also by three men that assisted him, who are yet living; they can prove also that they were all engaged and paid by the commandant. From here I believe we can date the origin of the plats Nos. 1 and 2, since which there has never been any survey made in this quarter, except those of the various little grants; besides, what reason can be assigned for not including in the tract No. 2, on the west bank, the land upon the front of point L'aine, where no grants existed in 1797? Instead of which they began five acres below bayou Cheniere au Tondre, at the line of Mr. Filhiol's grant, which (it is worthy of remark) was not made until 1802!!

Mr. John Filhiol, an upright man, four score years old, (the same already mentioned,) has had the goodness to put in my hands a number of official letters from the Baron de Carondelet to him, (which I will transcribe literally hereafter,) two others from the Marquis of Maison Rouge, (also transcribed below,) and the copies of his letters both official and private; I have not found in any, a single word relative to the pretended concession of thirty leagues; they speak but of four thousand arpens in favor of Maison Rouge, and complain of his conduct.

I have mentioned a plat made by Maison Rouge's own hand, in July or August, 1797, on his return from New Orleans, and these are the circumstances, (which can be proved by Mr. Michel Pomier, near neighbor and intimate friend of Maison Rouge.) The Baron de Carondelet (says Maison Rouge) has just now made me a grant; and he took an old plat of the country, on the back of which he laid down the river Washita, the bayous Berthelemy, Siard, la Loutre and Assemine, drew a line opposite to la Loutre, crossing bayou Siard to a great distance, and ascending as far as the Berthelemy, and wrote himself *Ouachitta, bayou de Siard, B. Berthelemy, la Loutre, Assemine, concession of Mr. de Maison Rouge, concession of Mr. de Bastrop.* This latter, in two places, beyond bayou Siard and above bayou Berthelemy. This draught is in my possession.

From these circumstances, is it possible to suppose, that if the Spanish government had granted to Maison Rouge, on the 20th of June, 1797, besides the lands described above, (which are partly very indifferent,) those under No. 1 and 2, below Fort Miro, which are generally of the best quality, and which make two hundred and

twenty thousand arpens? Is it possible, I say, to suppose that the Marquis de Maison Rouge would not have been as forward to make it known to his friend, and that he would not have made likewise a draught of it, with the same eagerness as he made the one which contains but about 8000 arpens? But no; not a word passed then nor since about it. For what reason is such a beautiful grant kept secret until eighteen hundred and three or four? Why has not the court of Madrid ratified it? If I be not mistaken, I think that a governor had no authority to grant more than a square, or superficial league, without such ratification, and this claim is for thirty leagues square, or in superficial! Indeed, it is a handsome property for a marquis who has rendered no great service to the government!

I will observe, moreover, that 7-8ths of those individuals, who have titles to lands from Point Laine downwards, have not the means to stand a law suit for their lands in New Orleans, where they would be sued.

When Mr. Filhiol delivered to his successor in office, Don Vincente Fernandez Tejiero, the archives, there were, as appears from the receipt of the latter at the foot of the inventory, two hundred and fifty official letters from different departments of the government, which have not probably been delivered to the commanding officer Bowmar, as there are none at present in the archives of the parish. It is a fortunate circumstance that Mr. Filhiol should have kept those hereafter transcribed, and many others prior to the arrival of Mr. Maison Rouge, which I think of no use to copy.

I think that if the Government of the United States find it necessary to obtain possession of the papers and letters herein mentioned, they will take such measures as to secure them, and I hope that, in deciding on the pretensions of Maison Rouge, they will not lose sight of those persons who have claims supported by just titles.

Copy of the contract of March 17, 1795.

We, Francis Louis Hector, baron of Carondelet, knight templar, brigadier of the armies of his catholic majesty, governor general and vice patron of the provinces of Louisiana and West Florida, and inspector of the regular troops and militia of the same, Don Francis Rendon, intendant of the armies, superintendant and sub-delegate of the royal treasury for said provinces, and Don Joseph de Orue, knight of the royal and distinguished order of Charles III., principal minister of the royal revenue, and acting as the king's attorney for the same—

Decide, covenant, and agree with M. De Maison Rouge, a French knight, emigrated from France, who has come from the United States to take down into this province thirty families and upwards, also emigrated, who are to come down through the Ohio to form a settlement in the Washita, having for its object the raising of wheat, &c., as also the building of several mills, even for flour, under the following conditions:

1. We offer in the name of his catholic majesty (whom God preserve) to cause to be paid from the royal treasury the sum of one hundred dollars to each white person for farming or for the arts useful to this settlement, as carpenters, joiners, bricklayers, blacksmiths, locksmiths, tile and brick makers, and coopers.

2. We also covenant, under the auspices of our monarchical government, to procure for them all necessary assistance from New Madrid down to Washita, as well with provisions as with pilots, to their place of destination.

3. It shall be paid out of the royal treasury all the expenses attending the transportation of such baggage as may come by sea as far as this capital, and thence up to Washita, provided the weight thereof do not exceed three thousand pounds for each family.

4. It shall be granted to each family, composed of two white persons, fit for agriculture or for the said arts, ten arpens of land in front of the river, by forty in depth, with an increase proportioned to the number of white persons of which it may be composed.

5. Lastly, they shall be permitted to take with them indentured persons from Europe, who shall be bound for six years, and no more; and on condition that, if these form hereafter families, land shall be granted them gratuitously, in proportion to their number.

Done and agreed upon, as above explained, and in order that the said families may be apprised of the same, we sign the present agreement with the said de Maison Rouge. At New Orleans, this 17th March, 1795.

Signed, The BARON DE CARONDELET,
FRANCIS RENDON.
JOSEPH DE ORUE,
DE MAISON ROUGE.

A true copy, certified by

DON JOSEPH DE ORUE.

The following letters are the true copies of the letters, written entirely by the hand of the Baron of Carondelet, that I have numbered from No. 1 to 9.

No. I.

NEW ORLEANS, 2*d April*, 1795.

Your desires will, at last, be fulfilled, sir. We have just now passed a contract, with the Marquis de Maison Rouge, for thirty and odd families of farmers, that are going to form a settlement at Washita, composed of French, Hollanders, Flemish, and German royalists. M. de Breard, formerly naval officer, is on his way to the ports of the United States, where he will take and conduct them through the Ohio to the Washita; he may perhaps bring a greater number, for we have permitted him to take hired men; on the other hand, the Baron de Bastrop, a Hollander, has contracted likewise for a number of families that will come directly from Hol-

land, and I expect every day that he will himself come down the river. M. de Maison Rouge, who unites all kinds of knowledge, has left this for Natchez to take a screw, and numberless utensils proper for farming for a new settlement, and the construction of a saw-mill, for his first object now is the raising of wheat, which will afford a grinding-mill, that Mr. Tardidau will build in the neighborhood of the town, like the one that he has lately built at New Madrid, with the utmost success, having four stones, and built on the most ingenious plan. You will let M. Maison Rouge select four thousand arpens for his establishment, where he may think proper, which shall be delivered to him in proportion to the number of families, and as they come in, at the rate of ten arpens in front, by forty in depth, for each family; that of Mr. Breard is going up by this boat, and I request you to have for them every kind of attention, and accommodate them as well as you can until the arrival of M. Maison Rouge, and of another family that stopped also at Natchez. You see by this plan, sir, that you will not continue to be as lonesome as heretofore, and that in a short time you will be able to withstand the Indians. The Osages have again committed some thefts; however, they have killed none of our hunters, and have contented themselves with taking the fruits of the hunt. As the fort that we are building in that quarter will not be finished before the end of this year, it is not yet possible to subdue them; but we have reason to expect we shall succeed in time. With respect to the Choctaws, there is no harm that the nations at their side should wage war against them; that will keep them also engaged from visiting so often your neighborhood, as when they shall see that your settlement is so strong they will pay you more respect; after all, we build there a fort, and put a garrison in it, as soon as the war being ended will permit us to diminish those of the post most exposed. The intention of M. Maison Rouge is to form a settlement where his people may be close to one another, in order to enable them to defend themselves against the Indians, and to collect inhabitants of all sorts.

I am highly pleased, sir, that you are entrusted with that command; your love of humanity, your knowledge, your disinterestedness, every thing gives me reason to think that you will with zeal protect and foster an enterprise that is of the greatest consequence to this colony and to the nation; for our object is to place ourselves beyond the dependence of the Americans for the supplies of flour which Louisiana may, after a while, perhaps, afford to the Havana, which would be a new branch of commerce. You will, no doubt, be pleased with the temper, acquirements, and peculiar views of the Marquis de Maison Rouge; you will find in him a friend, who will render agreeable the kind of solitude in which you have heretofore lived; and I hope that, between you both, you will transform those deserts into an enchanted land, when we consider that the circumstances, and the present emigra-

tion from Europe, give us the chance to collect there a number of useful persons; for I would not have there any kind of idle people, or unfit for agriculture.

I have the honor to be, with the most perfect consideration, your most obedient and most humble servant,

Signed, The BARON DE CARONDELET.

No. II.

NEW ORLEANS, *June* 17, 1795.

If it had been my intention, sir, to take from you the command of the new settlement that M. Maison Rouge is about to form at Washita, I would not have charged you to assign or survey for him a tract of four thousand arpens of his choice, and to deliver it to him by parcels, agreed upon in his contract, in proportion to the families that come in. M. de Maison Rouge, as also all those that form part of his establishment, will remain under your command, and subject to the general laws of justice, police, and other rules established, like any other inhabitant of the post, and every thing that shall not be contrary to the conditions of his contract, of which I have sent you a copy; otherwise you will let him be entirely free to direct the culture of his farmers towards such objects as will appear to him more advisable. You will compel the latter to fulfil faithfully the obligations they may have contracted with him, whether before or after their arrival, and give him every necessary assistance on this point, as well as for the purpose of keeping them on the spot, and to deter them from the wandering life of hunters, which is entirely opposed to agriculture. You possess, sir, all the necessary qualifications to manage with success, and always together with M. Maison Rouge, an establishment that may in a short time draw a numerous emigration, if the new comers are satisfied with their situation.

The inconvenience of living in the post will be severely felt by them; but it is probable that M. Maison Rouge has made some provisions, and with men and a little labor, corn will be produced in abundance in prairies, where a crop can be made the first year; besides, before the families that Mr. Breard is to bring have come down the Mississippi, M. Maison Rouge shall have had time to prepare to receive them; I think he has been himself much detained in consequence of the expedition that I have sent to the *Ecores a Margot*, to erect there a fort, notwithstanding the opposition which the Americans were disposed to offer. The 31st of May, the Spanish flag was hoisted in it, with repeated discharges of cannon from the gallies and the land. Mr. de Gayoso had already made there a considerable clearing, and had fortified himself with timber between two rivers; I expect to collect there one hundred men of regulars in two months, and have a fort defended by eight 8-pounders, which will also be of service to the Arkansas, by protecting them from the visits of the Chickasaws, who begin to trouble them.

The Osages behave amazingly well, since the new establishment is protected by a fort which I have had built in their country; they have once returned of their own accord some rifles which a party of their people had taken from our hunters on the Arkansas. If they should commit any theft in your neighborhood, send me note of it; I will compel them to return them and chastise the guilty; but at the same time I have given orders that they shall be well treated throughout the country, and that some provisions and ammunitions be furnished to them, in order to familiarize them with our people, and deter them from rapine. You have not informed me of the distance from the fort to the bayou Berthelemy, I know not either the true situation of the fort, though I have a pretty correct map of the country; be so kind as to inform me if it is situated at the prairie des *Canots*, or in the bend that is at the prairie de Siard; it appears to me rather distant from bayou Berthelemy, where the inhabitants at the new settlement would therefore suffer much from the Indians; however, this is nothing but conjecture.

I have the honor to be, with the most perfect consideration, sir, your most obedient, and most humble servant,

Signed, The BARON de CARONDELET.

No. III.

NEW ORLEANS, 1*st August*, 1795.

The beginning of any thing is always attended with difficulties, sir; you have made yourself an experiment of this fact, but constancy overcomes all; I am convinced that it will be so with the undertaking of M. Maison Rouge. We have every reason to believe that Messrs. de Breard and de Bastrop will arrive at your post with people; but besides, we have the resource of Europe, which in the midst of the confusion in which it is, will afford us a number of emigrants useful to Louisiana. Do not any longer entertain the idea of quitting the post, where your acquirements and cares will be most useful. You have given it birth, you must bring it to its perfection, and you may rest assured that after peace your troubles shall not remain without reward.

To save you the trouble of lodging new comers, I have agreed with the intendant that you would purchase from Mr. Prieur a house, belonging to some minors of whom he has the care, which may be devoted to that purpose, and which you will take under your care to prevent its being injured. Would it not be possible to open a direct communication with Natchez for the transportation of the people, even if it was in large canoes, for the way round through Red river is very long and very expensive; the journey of M. Maison Rouge has cost more than five hundred dollars.

I have the honor to be, with the most perfect consideration, sir, your most obedient, and most humble servant,

Signed, The BARON de CARONDELET.

No. IV.

NEW ORLEANS, *9th September*, 1795.

I have received, sir, your official letter of the 11th of June, and your private one of the 11th of August, which I have not answered for want of opportunity; the report that was in circulation at your post, that we were going to have war with the Americans is altogether unfounded. Spain has never been on more friendly terms with the States of North America, and if we had been in the case you have been led to believe, I would not certainly have failed to inform you of it. Be therefore easy, and moreover persuaded that the Creeks, excepting Payemingo and his adherents, who are not very numerous, are entirely devoted to us. Before long you will probably have an opportunity to judge of it yourself. I cannot tell you any thing yet respecting the Osages, because I know not whether their chiefs have been able to get home. But without the misfortune that has befallen them, I am certain that I could have kept them in awe with the fort that would have commanded their village, and to the construction of which they had consented; no doubt some of their young men would have yet committed some thefts, and even murders, towards the Arkansas, but after the treaty made with them they would have given head for head, and the plunder restored; this would soon have deterred them from robbing. On the other hand I would let them fight as much as they would with the other nations, who are in fact hardly better than them, and who having the liberty to hunt on the other side without being molested, would continually disturb our settlements in your neighborhood.

I have the honor to be very perfectly, sir, your most obedient, and most humble servant,

Signed, The BARON de CARONDELET.

No. V.

NEW ORLEANS, *June* 2, 1795.

I have received and read with the utmost pleasure, sir, the letter which you have written to Mr. Maison Rouge, on the 23d of April, and of which you have enclosed me a copy, under that of No. 10. The representations you make to him are founded on justice, reason and moderation; if he has no regard for them he must be compelled to it by the coercion of the laws, and although I should hear with regret that you have been compelled to resort to such means, yet I could not but approve of your firmness and maintain your decisions; for it is not just that an individual should keep the public in his dependancy, and it is foreign to me to deviate from the laws and the most impartial justice. With respect to Mr. Morrison, I find that he has no kind of right to keep possession of property that does not belong to him, and to dismember the lot that has been selected for the new settlement. If, however, he had a house on

that lot and a considerable improvement, I could allow to him the same extent of land as if he made a part of the new settlers, cutting short, by this means, any jealousies and pretensions of the latter. M. de Maison Rouge asks me for a surveyor, but that settlement is yet too unimportant for that, and you may in the mean time give this commission to some person to your satisfaction, or fill it yourself.

To pretend to have a company of cavalry is a chimera in the present circumstances; but if the treaty relative to the limits take place, which I doubt yet, we shall be able to have a garrison of regular troops at Fort Miro. The baron de Bastrop, who is now coming down the river, may perhaps succeed to convince M. de Maison Rouge of the nullity of the system he pursues; he has appeared to me to have correct principles and to possess a great share of sense, and the mildness of his temper is such, that it has endeared him to all here. You will be no doubt highly pleased with him; he will conduce to enliven your situation. The order that I transmit to you, relative to the indentured persons for the new settlement, shall have no force; be aware of it, unless their indenture has been entered into beyond the domains of the king, by writing, or before two impartial witnesses, in case the parties cannot write.

I have the honor to be, with the most perfect consideration, sir, your most obedient, and most humble servant,

Signed, The BARON de CARONDELET.

No. VI.

New Orleans, *June* 30, 1796.

The necessity, sir, of reinforcing our settlements situated on the west bank of the Mississippi, and to form at Washita a respectable point of defence, urges me to establish there a lieutenant governor, who, if the cession of Natchez to the United States take place, may become governor of that interesting part of this province, under the immediate orders of the general. I think I could not have made a better choice than of M. de Grand Pre, who, after he shall have re-established good order at Rapide and Avoyelles, will repair to Washita, where he will make his ordinary residence. You will command under him, and I hope you will soon be intimately united, for you have the same zeal for the public good, the same attachment to humanity. I am sorry that Mr. Poiret should have sold his house, it might have suited him. When there shall be a proper place to lodge troops, I shall send a sergeant and fifteen men, who will, I expect, be some check to the Indians. I expect that the Chevalier Danimour will be with you ere this comes to your hand. M. de Gayoso tells me that he is one of the most interesting men; he possesses a great many acquirements, and a great share of modesty and moderation; therefore, he cannot fail to find in you a friend and a protector.

I send you one hundred pounds of powder, Badins having informed me that that at the fort is in a great measure unserviceable. Send me back the bad powder and I will return you good for it. As to Badins, do not suffer him to sell it for more than seven bits, for he has had it from the king at four.

I have the honor to be, with the most perfect consideration, sir, your most obedient and most humble servant,

Signed, The BARON DE CARONDELET.

No. VII.

NEW ORLEANS, 31*st May*, 1796.

I have received, sir, the letter of congratulation that you have done me the honor to address me, under date of the 6th instant, relative to the grade of field marshal that his majesty has thought proper to confer on me; it was the more unexpected, as I thought I had no pretensions to it. Be assured, sir, that if I have been happy enough to have served the king with some success, and agreeably to his wishes since I have been governor of Louisiana, I would consider myself fully rewarded by the consciousness of having averted from this province the calamities that have laid waste a great part of Europe, and to have maintained tranquillity without shedding a drop of blood.

I have the honor to be, with the most sincere consideration, sir, your most obedient and most humble servant,

Signed, The BARON DE CARONDELET.

No. VIII.

NEW ORLEANS, 30*th July*, 1796.

I have received, sir, your letters of the 14th July, to which I must tell you, in reply, that you will inform M. de Grand Pre of the well-founded motives of complaint you have against M. de Maison Rouge, in order he may compel him to act according to the general laws of the country, and to fulfil with more exactness his contracts with the Government and with various individuals. He has again, just now, let Mr. Daigrepont go away, for whom he had obtained one hundred dollars as one of the settlers, under the pretence that the worms have destroyed his corn; he tells me that Mr. Daigrepont will refund that sum in case he leaves Louisiana. You will tell him, sir, from me, that this way of proceeding is not in practice with us, where every thing is done with the greatest formality; that before Mr. Daigrepont had effected the settlement for which he had contracted, he ought to have compelled him to return to the king the hundred dollars that had been advanced to him, and of which he, M. de Maison Rouge, is accountable to the king's treasury, for having failed to comply with this formality. I wish you likewise, sir, to compel, in the absence of M. de Grand Pre, M. de Maison Rouge to make choice of 4,000 arpens of land, that must be

divided among the thirty families that he is to settle, forbidding him to encroach upon the old inhabitants, from whom he must place his establishment (at such a distance) as not to trouble them.

I congratulate you upon the neighborhood of the Chevalier Danemour, who, I have been told, has purchased a plantation next to yours. He has been spoken of in such high terms to me, namely, by M. de Gayoso, that I should be much flattered to make his acquaintance when he shall come to town. I have just now got a place in a mercantile house for the Chevalier de Goy, who came down with him, for you know it is very difficult for strangers to enter our service.

After M. de Grand Pre shall have given me an account of the order and position of the fort of Ouachita, I shall see whether it is proper to build another, or whether it is possible to lodge in the existing one some troops. I think he is now at Natchitoches. I will have some wheat brought from Mexico for the new settlers, and I hope it will arrive yet in time to sow it this year.

I have the honor to be, with the most perfect consideration, your most obedient and most humble servant,

Signed, The BARON DE CARONDELET.

No. IX.

NEW ORLEANS, *March* 6, 1797.

I send, sir, positive orders to Mr. de Grand Pre relative to M. de Maison Rouge, which will put an end, I hope, to all those strifes which disturb to no purpose both those who are the cause and those who are the object of them. If he does not come to some arrangement about the debts he owes to Mr. La Beaume, his property must be seized.

When property must be sold under appointment, you must have it valued by two appraisers, appointed by the proprietor and the creditor; if these do not agree on the value, you then nominate a third one, who decides among the two.

There will start an engineer to examine that place, and select the most eligible one for a fort, and station troops. If you could, in the mean time, get about fifteen men in yours, with two 4-pounders, which I will find, it would tend to awe the Indians and keep them at some distance from the fort, for we are at present busy about evacuating the Natchez and Nogales, the commissioner of the limits having arrived.

I have absolutely forbidden Carnet from settling in Washita, for I will not positively have any Americans in that post.

I wish to have a direct communication from Washita to Arkansas, as well in low as in high waters, considering that if we fall out with the Americans it would be convenient to have a land communication with upper Louisiana. Some think that bayou Berthelemy is navigable for canoes as far up as near the river Arkansas. You might ascertain that by inviting some bold hunter, to whom a

reward would be given, to go through that way to Arkansas, from whence he should bring a hunter of Arkansas, who would likewise be paid by Government; they should observe during the journey in the principal points the quantity of water. I wrote on the same subject to the commandant of Arkansas. I have just now received news of a general peace, on the intimation that has been made to the French Directory by the king of Prussia, that, finding the proposals of the king of England equitable, he could not forbear supporting them. The fact is, that the king of Prussia, astonished and fearful of the rapid progress of America, wishes the conclusion of peace.

I have the honor to be, with the most perfect consideration, sir, your most obedient and most humble servant,

(Signed) The BARON DE CARONDELET.

The two following letters are from under the hand of the Marquis de Maison Rouge, also addressed to Mr. Filhiol.

No. I.

MARCH 21, 1796.

SIR: I have the honor to inform you that the Chevalier Daigrepont has selected for himself and his brother a tract situated on the river, above the one formerly occupied by Mr. Letournau. Mr. Morrison, to whom I have spoken of it, seems to be willing to oppose it, under pretence that this tract belongs to him. I have observed to him, that he had selected for his lot the one on which he lives on bayou Berthelemy, at two leagues from the mouth of said bayou; that, from the tract of Mr. Daigrepont to the mouth of this bayou on the river, there were two other leagues also uninhabited, which would then make, as belonging to him, a property in front of the river and the bayou of four leagues in extent, and which he does not rate at more than two thousand arpens.

This pretension is of the utmost ridicule, the more so when we consider that he has done nothing more than the others for the benefit of the country to have a property so extensive, and of which he can derive no advantage but by selling it out in small parcels.

Mr. Morrison alleges that Mr. Miro has promised him that quantity of land; but he does not say that it was not for him alone, but for the sixteen families and upwards of Americans he was to have brought into the country, and settled in the prairie Chatelleraud. Moreover, he had promised to discover a saline. He has fulfilled none of these conditions. This extent not having been granted to him, individually, it still remains in the domain of the king. He has no more right to claim it than I would have to consider myself as proprietor of the whole extent that has been granted me to settle agreeably to my contract with the families that I have announced to the government, and that they know to be in mission for this place.

Mr. Morrison, according to the custom of his country, wishes to engross that tract which he knows to be of the utmost necessity to the execution of my plan, and to sell to my families, which is directly opposed to the spirit of my contract.

If these observations do not suffice to prove the injustice of Mr. Morrison, I will add that, for about three years he has been here, he has not yet any land cleared, and that all he has done was to enclose around his house about forty arpens square, without cultivating or planting any thing. Why then should he have a parcel of land so extensive, and which I have agreed with the Baron de Carondelet I should use for my settlement on the inspection of the map.

Now that I have seen the premises, and obtained some knowledge of the height of the water, I cannot but abide by the execution of my project, in order to settle the families, for which I have formally bound myself with the government, along the river and the bayou Berthelemy, from the spot settled by Mr. Pivoto, to the highest possible extent, because this part is not overflowed, and that we will be able to communicate by land notwithstanding the heavy rains, which is not the case between the bayou Siard and the post. The lots being contiguous to each other, the families will be enabled to assist themselves mutually, which cannot be obtained at the post without enormous expenses; for I cannot get reconciled to my having been obliged to pay there for five hogs, weighing 130 pounds each, at the rate of fourteen dollars, while elsewhere I have paid only at the rate of five dollars a hundred pounds. I have no doubt that when my families shall be informed of this fact they will think it an additional reason to gather around me, as they have formally bound themselves to do.

After these serious observations, sir, I request you to be pleased to bring to reason Mr. Morrison, who intends to go and see you on this subject. You feel the justness of my observations, since you have done me the friendship to tell me that Mr. Morrison could not pretend to a portion of land larger than what he allowed to others.

Permit me to offer my best respects in this to Mrs. Filhiol. I have the honor to be, with the sentiments of the highest consideration, sir, your most obedient and humble servant,

Signed, DE MAISON ROUGE.

No. II.

April 28, 1796.

Sir: I have received, with the letter you have done me the honor to write to me on the 25th instant, the copy (duly certified as agreeing with the original) of the title of Mr. Morrison, for the lands that he has taken into his possession; and it was but yesterday that I could procure that title, notwithstanding my repeated solicitations to obtain it.

Permit me, sir, to have the honor to observe to you, that you must be convinced how correct I was when I insisted on obtaining a perusal of that title; how absurd, unjust, and ridiculous are the pretensions of that gentleman, since Mr. Miro has granted to him two thousand arpens of land between the Rapides and Natchitoches, on condition that he should establish a fabric for salt, for which establishment he has given to him the necessary land. This gentleman, for these six years not having in any way fulfilled any of these conditions, nor taken any measures for that purpose, has come and engrossed, on the bayou Berthelemy, 4,000 arpens of land, which he thinks proper to rate at 2,000, &c. Indeed, of what would my families have taxed me, as I have repeatedly told you, if at their arrival I had not been able to allot to them the lands that I had selected for them, in order that they might all gather around me; and I was exposed to this had I waited, as it was your wish, the decision of the governor general, which could not have come but at a time that these families, tired of waiting, might have had taken a resolution contrary to the dispositions made and agreed upon between them and me; and, after all, upon what could the governor general have pronounced, since no diligence was made to apprise him of the title. All these delays could but bring about the greater consequences. Now, then, that I have obtained the perusal of that title, I cannot but wonder at Mr. Morrison's conduct.

I have the honor to request you to recollect that I have prayed, most earnestly and kindly, that gentleman, both verbally and by writing, giving him every pledge of my wish to be on friendly terms with him, to exhibit to me that title. I received for answer, by his son-in-law, that if any of my families should settle on his claim that they would experience his courage.

Be pleased to recollect what I had the honor to write you on this subject. But this gentleman has done more in order to dare me. He went so far as to give to Mr. *George Hook, an American,* in this place, since January last, to settle, notwithstanding the defence, a land situated at the point of bayou Berthelemy, where this young man has cleared and begun a cabin; and that gentleman has promised another one to Mr. Hines, another American; although Mr. Morrison is not ignorant that it was on this spot they had in contemplation to build the fort, and that he had pitched upon this lot. When I made representations on this subject to Mr. Hook, I received for answer but fiddle-faddles. It is evident that if Mr. Morrison had proceeded with honesty about it, he would have exhibited to me his title at my arrival, and would have saved to you and me all these endless writings, to which I have been compelled to maintain my rights against his usurpation.

After the behavior of Mr. Morrison, I am surprised that you should write to me that ten or twelve arpens cannot be refused him where he is settled, considering his numerous family—he has

four girls and a little boy; he is alone at farming. Mr. Laurence Cavet, his neighbor, has eight children, of whom two are boys able to work on the farm, and he has but six arpens, according to the custom, and he has been in this quarter upwards of 25 years.

Permit me, sir, to ask you why Mr. Morrison should become a party to my contract on our territory for the tenders allowed to the families that I bring here? It cannot assuredly be to reward him for his good behavior. I see no occasion to transgress my covenant in his favor in preference to persons for whom I have contracted; there are none but what blame me, and more so Messrs. Daigrepont, one of whom, in order to settle on prairie Chattelleraud, has been obliged to purchase from you six arpens of land, while his next neighbor, Mr. Morrison, unjustly curtailed him of four out of the ten that were allotted to these two brothers. I regret very much to differ with you on this point; those whose cause I advocate, and in whose favor I stipulate, deserve the preference; and I shall urge it before the governor general, in order to prevent any encroachment on the rights and agreements of my contract. Let Mr. Morrison go to Rapide, and execute the conditions which he has to fulfil by his contract with Mr. Miro. He may have there the 2,000 arpens promised to him; but here he has done nothing to deserve that such an extent should be given to him on the spot on which my settlement takes place.

I have the honor to give you my thanks to have at my request ordered Mr. Hook to discontinue his clearing and improvement, as also to Mr. Hines. I also thank you, sir, for the letter that you have enclosed to me for Mr. McLaughlin, in order that he should appraise, together with Mr. Laurence Cavet and Mr. Barfield, the rails that have been made and furnished to me by Messrs. Lazare and Revet. I wish these latter two were present; they were here a few days ago; but your letter has come after they had left me, and I fear they may start immediately for town.

I have the honor to be, with the sentiments of the most sincere and respectful attachment, sir, your most obedient and most humble servant,

Signed, De MAISON ROUGE.

U. S. CIRCUIT COURT, *eastern district, La.*

UNITED STATES vs. KING. } 1070.

Filed July 5th, 1843.

H. B. PAGE, *Deputy Clerk.* [SEAL.]

C C.

In Senate of the United States, December 22, 1820.

Mr. LOWRIE, from the Committee on Public Lands, to whom was referred the petition of Daniel W. Coxe, one of the owners of the claim of the Marquis de Maison Rouge, on the Washita river, in the State of Louisiana, made the following report:

On the 17th of March, 1795, the governor of Louisiana entered into a contract with the Marquis de Maison Rouge, of which the following is a copy:

We, Francis Lewis Hector, Baron de Carondelet, knight of Malta, brigadier general of the royal armies of his catholic majesty, military and civil governor of the provinces of Louisiana and West Florida, Don Francis Rendon, intendant of the army, and deputy superintendent of the royal domains in the said provinces; Don Joseph de Orue, knight of the royal and distinguished order of Charles the Third, principal accountant for the royal chests of this army, exercising the functions of fiscal of the royal domains, declare, that we agree and contract with the Senor Marquis de Maison Rouge, an emigrant French knight, who has arrived in this capital from the United States, to propose to us to bring into these provinces thirty families, who are also emigrants, and who are to descend the Ohio, for the purpose of forming an establishment with them on the lands bordering upon the Washita, designed principally for the culture of wheat, and the erection of mills for manufacturing flour, under the following conditions:

1st. We offer, in the name of his catholic majesty, whom God preserve, to pay out of the royal treasury, two hundred dollars to every family composed of two white persons fit for agriculture, or for the arts useful and necessary to this establishment, as house or ship carpenters, blacksmiths and locksmiths; and four hundred to those having four laborers; and, in the same way, one hundred to those having no more than one useful laborer or artificer, as before described, with his family.

2d. At the same time, we promise, under the auspices of our sovereign monarch, to assist them forward from New Madrid to Washita, with a skilful guide, and the provisions necessary for them, till their arrival at their place of destination.

3d. The expenses of transportation of their baggage and implements of labor, which shall come by sea to this capital, shall be paid on account of the royal domains, and they shall be taken on the same account from this place to the Washita, provided that the weight shall not exceed three thousand pounds for each family.

4th. There shall be granted to every family containing two white persons fit for agriculture, ten arpens of land, extending back forty arpens, and increasing, in the same proportion, to those which shall contain a greater number of white cultivators.

5th. Lastly: it shall be permitted to the families to bring, or to cause to come with them, European servants, who shall bind themselves to their service for six or more years, under the express condition that, if they have families, they shall have a right, after their term of service is expired, to receive grants of land, proportioned, in the same manner, to their numbers. Thus we promise, as we have here stated; and that it may come to the knowledge of those families which propose to transport themselves hither, we sign the present contract with the aforesaid Senor Marquis de Maison Rouge, to whom, that it may be made plain, a certified copy shall be furnished.

THE BARON DE CARONDELET.
FRANCIS RENDON.
JOSEPH DE ORUE.
THE MARQUIS DE MAISON ROUGE.

NEW ORLEANS, the 17th of March, 1795.

On the 14th of July, in the same year, this contract was laid before the king of Spain, by whom, as appears by the following, it was duly approved.

Having laid before the king what you have made known in your letter of the 25th of April last, No. 44, relative to the contract entered into with the Marquis of Maison Rouge, for the establishment on the Washita of the thirty families of farmers destined to cultivate wheat, for the supply of these provinces; his Majesty, considering the advantages which it promises, compared with the preceding, has been pleased to approve it in all its parts. By his royal direction I communicate it to you for your information. God preserve you many years.

GARDOQUI.

MADRID, 14th July, 1795.

To th eIntendant of Louisiana.

NEW ORLEANS, *Nov.* 13, 1795.

To be transmitted to the principal office of accounts (contaduria) of the army and royal domains, for their information; and two certified copies to be provided for the Secretary's office.

RENDON.

On the 14th of June, 1797, Carlos Trudeau, surveyor general, certifies to have measured thirty superficial leagues in favor of the Marquis de Maison Rouge, by order of the governor general the Baron de Carondelet. It will be seen, by the certificate of the surveyor general, attached to this report, (No. 1,) that the land in question was surveyed in four separate tracts, and designated by natural and artificial marks, with great care and precision.

On the 20th of June, 1797, a few days after this return of survey, the following patent, or "titulo," as it is called in the original Spanish, was granted to the Marquis de Maison Rouge.

The Baron de Carondelet, knight of the order of St. John, marshal de camp of the royal armies, governor general, vice patron of the provinces of Louisiana and West Florida, inspector of troops, &c.

Forasmuch as the Marquis de Maison Rouge is near completing the establishment of the Washita, which he was authorized to make for thirty families, by the royal order of July 14th, 1795, and desirous to remove, for the future, all doubt respecting other families or new colonists who may come to establish themselves, we destine and appropriate, conclusively, for the establishment of the aforesaid Marquis de Maison Rouge, by virtue of the powers granted to us by the king, the thirty superficial leagues marked in the plan annexed to the head of this instrument, with the limits and boundaries designated, with our approbation, by the surveyor general, Don Charles Laveau Trudeau, under the terms and conditions stipulated and contracted for by the said Marquis de Maison Rouge; and that it may at all times stand good, we give the present, signed with our hand, sealed with our seal at arms, and countersigned by the underwritten honorary commissary of war and secretary of his majesty for this commandancy general.

The BARON DE CARONDELET,
ANDRES LOPES ARMISTO.

NEW ORLEANS, the 20th of June, 1797.

Note.—That, in conformity with his contract, the Marquis de Maison Rouge is not to admit or establish any American in the lands included in his grant.

The BARON DE CARONDELET.

On the 5th of August, 1803, Don Gilbert Leonard and Don Manuel Gonzales Armirez, Spanish officers in the province of Louisiana, gave a certificate, (No. 2,) stating that the Marquis de Maison Rouge complied punctually with the terms he proposed in said contract.

On the 14th December, 1812, the commissioners acting under the directions of the act of Congress of the 3d of March, 1807, by their report, (No. 3,) placed this claim among a class of cases which, in their opinion, ought to be confirmed; and, by the act of Congress of the 29th April, 1816, all these cases, not exceeding a league square, were confirmed accordingly. The present claim, on account of its magnitude, being excluded by the act of 29th April, 1816, application that it might be confirmed was made to the next succeeding Congress by the owners of the grant. A committee of the House of Representatives reported in favor of the petition, and, on the 10th of February, 1817, presented a bill confirming the title of the Marquis de Maison Rouge. The bill was not then acted upon, and, until the present session, the attention of Congress has not been called to the subject.

From a careful examination of the foregoing documents, the committee have come to the conclusion that the title is legal and formal, according to the laws and usages of the province of Louisiana, and that the same ought to be confirmed; and for that purpose report a bill.*

No. 1. *Translation.*

Carlos Trudeau, surveyor general, &c., certifies to have measured, in favor of Marquis of Maison Rouge, the several tracts of land represented in those parts of the plat, shaded with vermillion, which may contain thirty superficial leagues, to wit, the tract No. 1, on the right bank of Washita river, to be taken five arpens below the mouth of the bayou de la Cheniere au Tondre, and thence descending to the bayou Calumet with a corresponding depth to complete one hundred and forty thousand superficial arpens; the tract marked No. 2, on the left bank of the same river, commencing two leagues below Fort Miro, and at the point called Laine, and extending one league below the Prairie de Lee, with a corresponding depth, to complete seventy thousand superficial arpens; the tract marked No. 3, to be taken in front of the bayou Loutre, and thence, on a line S. 75 deg. E., to the bayou de Liar; which line, to the bayou de Liar, the bayou Bartelemy, and the river Washita, are to include the tract No. 3; tract No. 4, on the right bank of Washita river, to be taken in front of the entry of bayou Bartelemy; thence, descending the river, to bayou la Loutre, with such depth as that the tracts Nos. 3 and 4 shall include the quantity of eight thousand three hundred and forty-four superficial arpens, which, added to the two first tracts, makes a total superfice of two hundred and eight thousand three hundred and forty-four superficial arpens, equal to the above said thirty leagues, at the rate of two thousand five hundred toises for the side of a league, the land measure in this province. Being well understood that the land which may be included in the above, either by title in form, or first decrees of concession, are not to be counted in computing the preceding thirty leagues; on the contrary, the Marquis de Maison Rouge promises to be of no detriment to the settlers occupying previously any part of the land, but will maintain and support them in their rights, in consideration that, if the said thirty leagues shall suffer any diminution on account of previous occupants, the Marquis de Maison Rouge has the right, and there will be no objection to his supplying the deficiency in any other part where the land is vacant. And, that it may so appear, I give this, by order of the governor general, Baron de Carondelet. All which I certify.

CARLOS TRUDEAU, &c.

NEW ORLEANS, 14*th June*, 1797.

* This bill passed Senate by a large majority.

The foregoing is the substance of the process verbal (certificate) of the surveyor general subjoined to the plat (of which that on the other side is a copy) filed in the claim of Louis Bouligny, holding under Maison Rouge.

L. CHACHIRE,
Translator to the Board of Commissioners.

Attest, L. POSEY,
Clerk of the Board.

LAND OFFICE, *Opelousas*, 15*th August*, 1812.

I certify that the above, and the preceding page, is a true copy from the report of the land commissioners of the western district of Orleans, dated the 4th December, 1812; and that the plat attached hereto is a copy of the plat attached to the said report. The original papers, copied in pages 67, 68, and 69, of the book entitled Land Laws, are not in this office.

JOSIAH MEIGS.

GENERAL LAND OFFICE, 12*th December*, 1820.

No. 2.

Don Gilbert Leonard, treasurer of the army, exercising the functions of royal accountant, and Don Manuel Gonzales Armirez, exercising those of treasurer par interim, of the royal chests of this province of Louisiana:

We certify that the two foregoing copies are conformable to the originals which remain in the archives of the ministry of the royal domains under our charge, and that the contractor, the Marquis de Maison Rouge, complied punctually with the terms which he proposed in the said contract; and, that this may be made manifest, conformably to the order above inserted of this intendancy general, we give the present, in New Orleans, the 5th of August, 1803.

GILBERT LEONARD.
MANUEL ARMIREZ.

No. 3.

Claims to land in the county of Washita.

Reported No.	Register's No.	By whom claimed.	Original proprietor or claimant.	Quantity claimed.	Nature and date of title or claim.	Class.
16	11	Louis Bouligny.	Marquis de Maison Rouge.	Thirty square leagues.	Spanish grant, 20th June, 1797.	B.

No. 16. The undersigned commissioners have compared the documents, title filed in this claim, with the translation of them in pages 67, 68, and 69, of the appendix to the book entitled "Land Laws, &c.," and find the said translation to be correct, so far as it goes. The certificate, or process verbal, which the surveyor general has annexed to his plat, not appearing in said book, a translation of that document, together with a copy of the plat, is transmitted for the further elucidation of the claim. No oral or other testimony has been adduced before the board, to establish the occupancy of any part of these lands, or that there has been a compliance, upon the part of the grantee, with the conditions stipulated in the contract, except the certificate, under date of the 5th August, 1803, signed by Gilbert Leonard and Manuel Armirez, to the translation of which, in page 69, of the appendix of said book, the commissioners beg leave to refer.

The undersigned have observed a remark in the 25th page of the introductory part of the book, entitled "Land Laws," that no patent has issued on the claim under consideration. With great deference for that authority, the undersigned commissioners cannot but be of opinion, that the instrument, under date of the 20th of June, 1797, is a patent, (or what was usually, in Louisiana, denominated a title in form) transferring to the Marquis de Maison Rouge, the title, in as full and ample a manner as lands were usually granted by the Spanish government, subject, however, to the conditions stipulated in his contract with the government. The plat of survey above referred to, will be found subjoined to this report.

GENERAL LAND OFFICE.

I certify that the foregoing is a true copy from the report of the land commissioners of the western district of Orleans, dated the 14th December, 1812, and that the above claim, with others, marked B, are "the second class comprising claims which, though not embraced by the provisions of the said acts, ought, nevertheless, in the opinion of the commissioners, to be confirmed, in conformity with the laws, usages, and customs of the Spanish government."

Witness my hand, this 6th of December, 1820.

JOSIAH MEIGS,
Commissioner of the General Land Office.

[Endorsed.]—Senate U. S., 1820.—Recommended for confirmation.

Bill passed Senate, by large majority, confirming the Maison Rouge grant.

CC.

UNITED STATES CIRCUIT COURT:

UNITED STATES vs. KING. } 1,070.

Filed, July 5, 1843.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

No. 24.

IN SENATE OF THE UNITED STATES,
January 16, 1822.

The committee on public lands, to whom was referred the memorial of Daniel W. Coxe, of the city of Philadelphia, praying the confirmation of the title to a tract of land in Louisiana, granted by the Spanish government to the Marquis de Maison Rouge, report:

That they have examined the allegations of the memorialist, and find that the material facts and circumstances connected with the claim, are correctly stated in a special report, made by the committee on public lands to the Senate, at the 2d session of the 16th Congress, on the 22d December, 1820, to which report this committee refer. Being of opinion that the title of said land ought to be confirmed, the committee report a bill for that purpose.

[Endorsed.]—Report bill from Senate for confirmation, in 1822.

DD.

UNITED STATES CIRCUIT COURT:

UNITED STATES vs. KING. } 1,070.

Filed, July 5, 1843.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

No. 25.

27TH CONGRESS, 2d *Session.*

In Senate of the United States, July 20, 1842.—Ordered to be printed.

Mr. Fulton submitted the following report:

The committee on private land claims, to whom was referred the message of the President of the United States of the 2d instant, together with certain resolutions of the legislature of the State of Louisiana, of date February 24, 1842, submit the following report:

The committee concur in the suggestions of said message and of the resolutions of the legislature referred to, that the magnitude of the Maison Rouge claim for land in said State is such as to make it of public importance to the State that the title to said tract of should be fixed and established. They consider, too, that this object would be well and properly ascertained by instituting in behalf of the United States a possessory or other action, as might best adjudicate the title against D. W. Coxe, who is reported by the resolutions of said legislature to be a principal claimant of the said Maison Rouge grant, and is said to be in actual possession of part thereof. But the committee do not perceive any special legislation necessary to authorize the Government to institute any proper action which may be necessary to vindicate such title or possession as the Government claims in said tract of land, or to obtain any redress for damages incurred to the Government by any trespass committed on said land by persons asserting an adverse right.

And while the committee concur in the propriety of instituting such action against Coxe, or others, claiming as adverse proprietors of the said Maison Rouge claim, they perceive no necessity for further legislation, and hence pray to be discharged from further consideration of the subject.

[Endorsed.]—July 23, 1842.—Report as to power of President to sue me.

BB.

UNITED STATES CIRCUIT COURT:

UNITED STATES vs. KING. } 1,070.

Filed July 5, 1843.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

No. 23.

22D CONGRESS, 1*st Session.*

MAISON ROUGE.

January 12, 1832.—Mr. Bullard, from the committee on private land claims, made the following report:

The committee on private land claims, to whom was referred the memorial of Daniel W. Coxe, relative to the title of the Marquis of Maison Rouge, to a large tract of land in Louisiana, have had the same under consideration, and report:

That the memorialist represents himself to be part owner of a tract of land situated in the parishes of Ouachita and Catahoula, claimed by the late Marquis of Maison Rouge, under a grant from Baron de Carondelet, then governor of the province of Louisiana, and bearing date the 20th of June, 1797.

This grant has long been a subject of contest between the claimants and the Government of the United States. The commissioners for adjusting land titles in that part of Louisiana, to whom it was presented for confirmation, reported, that, in their opinion, the instrument above referred to, is a patent or perfect title, transferring to the Marquis of Maison Rouge the title, in as full and ample a manner as lands were usually granted by the Spanish government, subject, however, to the conditions stipulated in his contract with the government; and they state, in their letter to the Secretary of the Treasury, that the title ought, in their opinion, to be confirmed. Congress has, however, never recognised the title, and from that day to the present, the claimants under the Marquis of Maison Rouge have been subjected to all the burdens of ownership—such as the payment of heavy State taxes, and of opening roads, without being permitted to sell with any safety to themselves; nor will the Government, by selling the lands embraced within the limits of this grant, enable the claimants to contest their title in a court of justice. Last summer, a part of it was ordered to be sold as public land, but it was withdrawn before the sales, by order of the Commissioner of the General Land Office, and orders were given not to consider any lands as subject to be sold, except such as were the undisputed property of the United States, and, particularly, none within the above mentioned grant.

The unsettled condition of this and other large grants, is justly considered by the people of that section of country as a great evil. A body of valuable lands is kept in a state of nature, and the growth and prosperity of the country are greatly retarded. To the public generally, it is a matter of little or no consequence to whom the land belongs, but it is important that it should be brought into market to meet the growing wants of the population.

The committee do not consider themselves bound to investigate this title, but they are of opinion that the claimants have a right, at least, to ask of the Government an opportunity of establishing,

in a court of justice, the validity of the grant in question. If, at the date of the treaty of cession, this tract of land was, according to the laws and usages of Spain, the property of Maison Rouge, it is by virtue of that treaty still the property of his representatives. This question, which is strictly judicial, the claimants ask the privilege of contesting judicially with the United States. The request appears to the committee reasonable; and the committee, therefore, report a bill to that effect.

No. 5.

See appendix to Land Laws, 958. Sen. R., 22d Dec., 1820.

For act of 29th April, 1806, see Land Laws, 700.

Vide act of 26th May, 1824, sec. 2, vol. 7, 358, for Missouri and Arkansas.

Vide act of 23d May, 1828, vol. 8, 60, extending provisions of law of 1824 to Florida.

[Endorsed.]—F F.

UNITED STATES CIRCUIT COURT:

UNITED STATES vs. KING. } No. 1,070.

Filed July 5, 1843. D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

No. 27.

Report of the Committee on the Public Lands on the petition of Chew and Relf, owners and representatives of the owners of the claim of the Marquis de Maison Rouge, made February, 10 1817, accompanied with a "bill confirming the title of the Marquis de Maison Rouge."

The Committee on Public Lands, to whom was referred the petition of Chew and Relf, owners and representatives of the owners of the claim of the Marquis de Maison Rouge, on the Ouachitto river, State of Louisiana, have had the same under consideration, and report as follows:

The Marquis de Maison Rouge obtained, in consequence of a contract with the governor of Louisiana, dated 17th of March, 1795, which was duly approved by the king of Spain the 14th of July, 1795, a title to a tract of land, of which the following is a copy:

"The Baron de Carondelet, knight of the order of St. John, marshal de camp of the royal armies, governor general, vice-patron of the provinces of Louisiana and West Florida, inspector, &c. Forasmuch as the Marquis de Maison Rouge is near completing the establishment of the Ouachitto, (Woshita,) which he was authorized to make for thirty families by the royal order of July, 1795; and desirous to remove, for the future, all doubt respecting other families, or colonists, who may come to establish themselves, we destine and appropriate exclusively for the establishment of the the aforesaid Marquis de Maison Rouge, by virtue of the powers

granted to us by the king, the thirty superficial leagues, (marked in the plan annexed to this instrument,) with the limits and boundaries designated, with our approbation, by the surveyor general Don Carlos Trudeau, under the terms stipulated and contracted for by the said Marquis de Maison Rouge; and that it may at all times stand good, we give the present, signed with our hand, sealed with our seal at arms, and countersigned by the under written honorary commissary at war, and secretary for his majesty for this commandancy general.

(Signed) "THE BARON DE CARONDELET,
"ANDRE LOPES ARMISTO.

NEW ORLEANS, 20*th June*, 1797."

"*Note.*—That, in conformity with his contract, the Marquis de Maison Rouge is not to admit or establish any American on the land included in this *grant.*

"The BARON DE CARONDELET."

The committee having duly examined the above title, are of opinion that it is a legal and formal title, according to the laws and usages of the province of Louisiana, and that the same ought to be confirmed; and report a bill for that purpose.

Office of the clerk of the House of Representatives of the United States, December 6, 1820.

I do hereby certify that the foregoing is a true copy of the original report of the Committee on the Public Lands on the claim of the Marquis de Maison Rouge.

Attest: THO. DOUGHERTY, *Clerk H. R.*

[Endorsed.]—E E.

UNITED STATES CIRCUIT COURT.

UNITED STATES
vs.
KING. } No. 1070.

Filed July 5, 1843.—Report, 1817, to confirm grant by the House of Reps.

D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dep. Clerk.*

27*th Congress*, 2*d Session*, *House of Representatives*—*Doc. No.* 151.

Maison Rouge land claims.—Transcript of the proceedings in the case of Lauderneau *vs.* Coxe and Turner, containing evidence in relation to the Maison Rouge land claims, March 14, 1842, laid upon the table, and ordered to be printed.

STATE OF LOUISIANA, *parish of Ouachita, seventh judicial district:*

Proceedings had to take the testimony of witnesses *in perpetuam rei memoriam*, in pursuance of the order of the honorable James Dunlap, judge of the seventh judicial district, on the petitions of John Lauderneau et al. *vs.* Coxe and Turner, and John F. Girod *vs.* Coxe and Turner:

Be it remembered, that on the 6th day of July, 1820, the following petition was filed in the office of the clerk of said seventh judicial district court, in and for the parish of Ouachita, which is endorsed as follows, to wit:

"John Lauderneau et al. *vs.* Coxe and Turner, petition for dedimus, filed July 6, 1820.

"Attest: THOMAS BARLOW, *Clerk.*"

Petition of John Lauderneau et al. vs. *Coxe and Turner.*

To the honorable James Dunlap, judge of the seventh judicial district of the State of Louisiana, in and for the parish of Ouachita:

The petition of John Lauderneau, Celestin Lauderneau, John Bres, acting for himself and for the heirs of Hypolite Lauderneau, Bastien Olivo, Ben. Ballew, John T. Faulk, John Ettier, and Jonathan Morgan, all of the aforesaid parish, respectfully represent to your honor: That they have strong reasons to believe, and do believe, from certain menaces published by one Daniel W. Coxe, of the city of Philadelphia, and Henry Turner, of Natchez, in the State of Mississippi, that they intend to bring a suit against them, touching the titles of tracts of land which your petitioners claim and possess, as proprietors, in the parish of Ouachita aforesaid, on the river of the same name, which are included within the pretended limits of the patent of the Marquis of Maison Rouge, from below Pointe Laine, extending below the Prairie de Lait; and that they have reason to believe that they are only waiting for the death or departure of certain witnesses, who are old and infirm, to wit: John Filhiol, formerly commandant, civil and military, of this post; James McLaughlin, esq., former surveyor under the Spanish government; Michel Pomier, Ader Breard, esq., John Hughes, esq., Charles Betin, and the widow Baillargeon; all of which your petitioners consider as material witnesses for them in their defence, in such suit as said Henry Turner and Daniel W. Coxe, claiming under and by virtue of the grant in favor of the Marquis of Maison Rouge might institute against them in the premises. Your petitioners, therefore, pray that your honor would order that the depositions of the above-named witnesses be taken before the judge of the aforesaid parish, *in perpetuam rei memoriam*, on giving such notice as your honor may direct, to the acknowledged agent of said Coxe and Turner, Henry Bry, esq., of the aforesaid parish of Ouachita; and, as in duty bound, &c.

JONA. MORGAN.
JOHN LAUDERNEAU, his ⋊ mark.
CELESTIN LAUDERNEAU, his ⋊ mark.
JEAN BRES.
BASTIEN OLIVO, his ⋊ mark.
BEN. BALLEW.
JOHN T. FAULK.
JOHN ETTIER, his ⋊ mark.

STATE OF LOUISIANA, *parish of Ouachita:*

Jonathan Morgan maketh oath, that the facts stated in the above petition are true, to the best of his knowledge and belief.

JONATHAN MORGAN.

Sworn and subscribed before me, this 27th April, 1820.

JOHN R. DEWITT,
Justice of the Peace, parish of Ouachita.

STATE OF LOUISIANA, *parish of Ouachita:*

John Lauderneau, Celestin Lauderneau, John Bres, (acting for himself and for the heirs of Hypolite Lauderneau,) Bastien Olivo, Ben. Ballew, John T. Faulk, and John Ettier, make oath that the facts stated in the above petition are true, to the best of their knowledge and belief.

JOHN LAUDERNEAU, his ⋊ mark.
CELESTIN LAUDERNEAU, his ⋊ mark.
JEAN BRES.
BASTIEN OLIVO, his ⋊ mark.
JOHN T. FAULK.
JOHN ETTIER, his ⋊ mark.
B. BALLEW.

Sworn and subscribed before me, this 8th May, 1820.

BENNET BALLEW,
Justice of the Peace in and for the parish of Ouachita.

It is ordered that the depositions of the witnesses named in the aforesaid petition be taken before the honorable Oliver J. Morgan, parish judge of the parish of Ouachita, *in perpetuam rei memoriam*, ten days' notice to be given to the opposite party, or their agent or attorney. Said depositions to be read in evidence on the trial of said cases, if the said witnesses are then absent or dead. Concordia, 5th June, 1820.

JAMES DUNLAP, *Judge Seventh District.*

Copy of notice, endorsed "John Lauderneau et al. vs. Coxe and Turner."

STATE OF LOUISIANA, *parish of Ouachita:*

To H. Bry, esq., attorney or agent for D. W. Coxe and Henry Turner: You are hereby notified, that the testimony of the persons mentioned in the annexed petition will be taken, in conformity to the order thereto subjoined, on the tenth day of August next, at 10 o'clock in the forenoon, at the court-house of said parish, by the honorable Oliver J. Morgan, parish judge in and for said parish; at which time and place you may attend, if you see proper. By order of the judge of the seventh judicial district court, this 10th July, 1820.

THOMAS BARLOW, *Clerk.*

Sheriff's return, endorsed on said notification:

"Received the 10th of July, and served the same day, by delivering a copy of citation annexed, with a copy of petition, to Henry Bry, esq.

"JONA. MORGAN, *Sheriff.*"

Also, on said the 6th day of July, 1820, the following petition was filed in the office of the said clerk of the seventh judicial district court, in and for the parish of Ouachita, which is endorsed as follows:

"186½, D. C. John F. Girod vs. Coxe and Turner. Petition for dedimus, filed July 6, 1820.

"Attest: THOS. BARLOW, *Clerk.*"

Petition of John F. Girod.

To the honorable James Dunlap, judge of the seventh judicial district of the State of Louisiana, in and for the parish of Ouachita:

The petition of John Francis Girod, of the aforesaid parish, respectfully represents to your honor, that he has strong reasons to believe, and does believe, from certain menaces published by them, that one Daniel W. Coxe, of the city of Philadelphia, and Henry Turner, of Natchez, in the State of Mississippi, intend to bring a suit against him, touching the title of two tracts of land, which your petitioner claims and possesses, as proprietor, in the parish of Ouachita aforesaid, on the river of the same name, of fifteen arpens front, with the ordinary depth, which is included within the pretended limits of the patent of the Marquis of Maison Rouge, front below Pointe Laine, extending below the Prarie de Lait; and that he has reason to believe that they are only waiting for the death or departure of certain witnesses, who are old or infirm, to wit: John Filhiol, formerly commandant, civil and military, of this post; James McLaughlin, formerly surveyor under the Spanish government; Michel Pomier, Alexandre Breard, esq., John Hughes, Charles Betin, and the widow Bayergeon; all of whom the petitioner considers as material witnesses for him, in his defence in such suit as said Turner and Coxe, claiming under and by virtue of the grant in favor of Maison Rouge, might institute against him in the premises. Your petitioner therefore prays, that your honor would order that the depositions of the above named witnesses be taken, before the judge of the aforesaid parish, *in perpetuam rei memoriam*, on giving such notice as your honor would direct, to the acknowledged agent of said Coxe and Turner, Henry Bry, esq.; and, as in duty bound, &c.

JOHN F. GIROD.

STATE OF LOUISIANA, *parish of Ouachita:*

John Francis Girod maketh oath, that the facts stated in the above petition are true, to the best of his knowledge and belief.

JOHN F. GIROD.

Sworn and subscribed before me, this 21st April, 1820.

JAMES DUNLAP, *Judge Seventh District.*

Let the prayer of the petition be granted. The deposition of said witnesses to be taken before the parish judge in and for the parish of Ouachita, on thirty days' notice of the time and place of taking said deposition to be given to the said Daniel W. Coxe and Henry Turner, or to their attorneys or agents.

JAMES DUNLAP, *Judge Seventh District.*

Copy of notification, endorsed "John F. Girod vs. Coxe and Turner."

STATE OF LOUISIANA, *parish of Ouachita:*

To H. Bry, esq., attorney or agent for D. W. Coxe and Henry Turner: You are hereby notified, that the testimony of the persons mentioned in the annexed petition will be taken, in conformity to the order thereto subjoined, on the 10th day of August next, at 10 o'clock in the forenoon, at the court-house of said parish, by the honorable Oliver J. Morgan, parish judge in and for the said parish; at which time and place you may attend, if you see proper. By order of the judge of the seventh judicial district court, this 10th July, 1820.

THOMAS BARLOW, *Clerk.*

Sheriff's return endorsed on said notification;

"Received July 10, 1820, and served the same day, by delivering a copy hereof, and petition, to the within named Henry Bry, esq.

"JONA. MORGAN, *Sheriff.*

Power of attorney to John F. Girod.

Nous, soussignés, par le présent autorisons et donnons plein pouvoir à Mr. Jean François Girod pour qu'en notre nom, il fasse toutes les questions qu'il jugera nécessaire, aux témoins qui doivent être cités á comparaître pour donner leur témoignage, *in perpetuam rei memoriam*, pour servir en cas de procès intenté ou à être intenté par Messrs. Daniel W. Coxe et Henry Turner, conformément à notre petition adressée au juge de ce district, laquelle le dit juge a accordée pour être pris par devant Mr. Oliver J. Morgan, juge de la paroisse du Ouachita. Nous donnons, en outre, au dit sieur Jean F. Girod le plein pouvoir de nous représenter, soit par lui ou par un ou

des avocats pour tout ce que nous concerne dans cette affaire. Ouachita, le 1er Juillet, 1820.

BENNET BALLEW.
JOHN LAUDERNEAU, his ✕ mark.
BASTIEN OLIVO, his ✕ mark.
CELESTIN LAUDERNEAU, his ✕ mark.
FEEFE A. REE, his ✕ mark.

Test: GEORGE STOUT.
JEAN BRES.

Copy of the interrogatories and answers of John Filhiol, sen.

A MR. FILHIOL.

Question 1. Ne fûtes vous pas le premier commandant Espagnol nommé au Ouachita, et n'y avez vous pas commandé depuis 1783 jusque bienavant de l'année 1800?

2. M. le Marquis de Maison Rouge arrivé au Ouachita en 1795; n'y fut-il pas sous vos ordres, comme tout autre individu, et cela pendant tout le tems qu'il y a vécu?

3. Lorsqu'un particulier voulait obtenir une concession de terre, n'en devait-il pas préalablement faire la demande par une requête, dans laquelle était designée la situation, et si elle était bornée par terre concédée ou non concédée; et n'était-il pas nécessaire que vous, commandant, certifiâtes la dite requête, por prouver que la dite terre demandée était vacante?

4. A l'effet de la précédente question, ne deviez vous pas être instruit des concessions déja faites afin d'obvier aux intersections?

5. Le Baron de Carondelet, gouverneur, n'etait-il pas dans l'usage de vous instruire de tout ce qui avait rapport à votre commandement, ainsi que des contrats que le gouvernement passait avec des particuliers des concessions qu'il accordait, et des nouveaux colons qui devaient venir s'établir dans cette paroisse?

6. Messieurs les intendans, n'avaient-ils pas aussi l'habitude et l'usage de vous instruire de ce qui les concernait au sujet des concessions de terre dans cette paroisse?

7. M. de Grand Pré, après avoir été nommé lieutenant gouverneur, ne vous passait-il pas aussi ses ordres, afin d'éviter de placer des habitans sur des terres déja concédées, ou réservées pour des nouveaux colons?

8. Dans l'exposition faite par Jn. F. Girod en date du 24 Novembre, 1819, des prétendus titres du Marquis de Maison Rouge, laquelle vous avez aussi signée, y sont introduites neuf lettres du Baron de Carondelet, gouverneur de la province, qu'il vous a écrit en votre qualité de commandant du poste du Ouachita, lesquelles sont côtées sous les numéros 1 à 9 que voici: ne sont elles pas écrites et signées par le Baron de Carondelet?

9. Dans la même exposition y sont aussi introduites deux lettres à vous, adressées par le Marquis de Maison Rouge; les voila, ne

les reconnaissez vous pas écrites et signées par le dit Marquis de Maison Rouge ?

10. M. le Marquis de Maison Rouge, n'a-t-il jamais, pendant son séjour au Ouachita et sous votre commandement, réclamé, et même fait paraître avoir la moindre prétention aux terres situées entre le Fort Miro et le prairie de Lait, inclusivement du coté est de la rivière Ouachita, et à celles situées audessous du bayou la Chimière au Fondre jusqu'au bayou Calumet et du côté ouest de la rivière ?

11. Mr. Filhiol veuillez, s'il vous plait, déclarer où sont les terres auxquelles prétendait le Marquis de Maison Rouge ?

12. En votre qualité de commandant de ce poste, avez vous été instruit que le Gouvernement Espagnol eut concédé trente lieues de terre au Marquis de Maison Rouge; quelle concession paraît être divisée sous les numéros 1, 2, 3, et 4, d'après le plan d'arpentage de M. Charles Trudeau, dont voici un extrait?

13. Il appert, par l'inventaire fait des archives de cette paroisse par vous, commandant, quelles archives vous remîtes à Don Vincente Fernandes Fejeiro en 1801, appert sa signature, au bas du dit inventaire, à votre décharge lorsqu'il vous eut succédé au commandement, que vous lui remîtes, en outre, des differens titres du greffe 250 lettres, comme suit:

De Don Estevan Miro, gouverneur, soixante-cinq lettres	65
Du Baron de Carondelet, gouverneur, cinquante-cinq	55
De Don Manuel Gayoso de Lemos, gouverneur, quatorze	14
De Don Francisco Bouligny, do., trois - - - -	3
De Nas. Marie Vidal, gouverneur civil, quatre - -	4
De M. le Marquis de Casa Calvos, cinq - - -	5
De Don Carlos Grand Pré, lieutenant governor, trente-neuf	39
De diverses autorités, sur divers sujets, quarante-trois -	43
De Don Martin Ravaro, intendant, deux - - -	2
De Don Josep Orué, contador, deux - - - -	2
De Don Francisco Rendon, intendant, cinq - - -	5
De Don Jn. Ventura Morales, do. onze - - -	11
De Don Ramon de Lopes y Angals, intendant, deux -	2
En tout	250

Et comme il n'existe maintenant aucune de ces lettres au greffe de cette paroisse, pourriez-vous, Mr. Filhiol, nous dire si quelques unes d'elles étaient relatives à une pretendue concession de trente lieues de terre faite au Marquis de Maison Rouge suivante le plan dont il vient d'être fait mention ?

14. Le Baron de Carondelet, ne vous envoya-t-il pas immédiatement après avoir passé le contrat en Mars, 1795, avec le Marquis de Maison Rouge, une copie de ce même contrat, par lequel M. de Maison Rouge s'obligeait d'emmener au Ouachita trente et plus de familles émigrées d'Europe, et d'y établir des moulins; chaque

famille devait être composée de deux personnes blanches propres à l'agriculture ou à divers arts désignés par le dit contrat?

15. Combien de familles le Marquis de Maison Rouge a-t-il emmenées suivant le dit contrat; et combien de moulins a-t-il établis dans cette paroisse, pendant votre commandement?

16. Avez vous connaissance que Don Carlos Trudeau, arpenteur général de cette province, ait arpenté, ou fait arpenter, ou que le Baron de Carondelet ait ordonné d'arpenter, pendant votre commandement, les trente lieues de terre designées sous les Nos. 1 et 4 du plan dont il a déja été fait mention?

17. M. Dominique Bouligny, agissant pour Louis Bouligny son frère, héritier du Marquis de Maison Rouge, vint au Ouachita en Avril, 1800, encore sous votre commandement: fût-il alors question dans ses réclamations de la succession de trente lieues de terre mentionnées, ou une partie d'icelles; telles que depuis au-dessous de la pointe Laine jusqu'au bas de la prairie de Lait d'un bord de la rivière, et dupuis cinq arpens audessous du bayou de la Chimière au Fondre, jusqu'au bayou Calumet, de l'autre bord du Ouachita?

18. Avez vous connaissance qu'en 1802, Mr. Louis Bouligny, étant venu au Ouachita sous le commandement de M. Vincente Fernandez Fejeiro, ait réclamé ou fait mention des terres désignées sous la précédente question?

19. Quelles sont les propriétés appartenant à la succession du Marquis de Maison Rouge dont vous fites inventaire après le décès du dit Marquis, et que vous remîtes, en votre capacité de commandant, à Mr. Dominique Bouligny en 1800?

20. Vous connaissiez, et vous vous rappelez encore probablement, bien de l'écriture et de la signature du Baron de Carondelet, tant par ses lettres que sur des contrats, passeports, concessions, &c.: n'avez vous jamais trouvé qu'il signât inégalement—c'est-á-dire, que sa signature sur des actes fusse différente que celle de ses lettres?

21. En quelle année avez vous obtenu du Gouvernement les cinq arpens de face sur la rivière, et de chaque bord du bayou de la Chimière au Fondre?

22. Cette concession, n'étais-elle pas bornée en haut et en bas par des terres vacantes—c'est-à-dire, au domaine?

23. Est-il à votre connaissance que, pendant votre commandement, il y ait eu des terres concédées sur la partie ouest du Ouachita depuis en face de la pointe Lainé jusqu'au bayou la Chimière au Fondre sur les bords de la rivière?

24. Dans l'année de 1804 le commandant Fejeiro, sachant que la Louisiane était cédée à la France, ne fit-il pas, de son plein gré, plusieurs grandes concessions des terres du domaine á plusieurs individus?

Réponses de Mr. John Filhiol, sen., aux questions à lui faites.

1ère *reponse à la* 1ère *question :* Oui, j'ai été nommé le premier commandant au poste du Ouachita ; ce qui est en 1783, et je m'en suis démis en l'année 1800. Don Vincente Fernandes Fejeiro m'a succédé.

2. M. le Marquis de Maison Rouge n'était en ce poste rien de plus que tout autre individu soumis á mes ordres, en ma qualité de commandant.

3. Le Gouvernement n'accordait point de terres en ce poste que je n'eusse préalablement certifié la requête pour prouver que la terre demandée était vacante et bornée comme la requête le designait, excepté celles accordées au Baron de Bastrop et au Marquis de Maison Rouge, conformément à leurs contrats avec le Gouvernement.

4. Puisque le Gouvernement n'accordait point de requête sans mon certificat, il était donc essentiel que je fusse instruit des concessions déja faites.

5. Le Baron de Carondelet, Gouverneur, m'envoya copie du contrat passé avec M. le Marquis de Maison Rouge, ainsi que de celui passé avec le Baron de Bastrop immédiatement après, afin de veiller à leur éxécution.

6. Messieurs les intendans m'instruisaient de ce qui était du ressort de leurs offices concernant cette paroisse.

7. M. de Grand Pré, Lieutenant Gouverneur, me passait aussi ses ordres ; et, par une de ses lettres, il me défendait expressément d'admettre les demandes qui pourraient m'être faites pour des terres réservées pour les nouveaux colons.

8. Je reconnais ces 9 lettres pour m'avoir été adressées par M. le Baron de Carondelet, et écrites et signées par lui.

9. Je reconnais aussi ces deux lettres pour être de l'écriture et être signées par le Marquis de Maison Rouge, m'ayant été adressées en ma qualité de commandant.

10. Excepté les concessions faites par suite de requêtes que j'ai appointées, j'ai toujours reconnu pour terre vacante, et au domaine, le surplus des terres depuis la pointe Lainé jusqu'au bas de la prairie de Lait des deux bords de la rivière Ouachita ; et pendant mon commandement, ni M. le Marquis de Maison Rouge, ni personne autre, (à l'exception déja faite) n'ont réclamé ni prétendu aux dites terres.

11. D'après les offices que me passaient les autorités Espagnoles de cette province, et d'après le choix qu'avait fait M. le Marquis de Maison Rouge, des terres auxquelles il prétendait, je n'en ai jamais connu d'autres que celles situées entre le bayou de Siard et le bayou Barthêlemy, à prendre à la borne d'en haut de la terre de Piboto en montant, et de l'autre bord de la rivière, à commencer au bayou la Loutre jusqu'aux Ecores à Flamands.

12. Pendant que j'ai eu le commandement de ce poste, je n'ai point eu connaissance que le Gouvernement ait accordé au Marquis de Maison Rouge les dites trente lieues de terre, ni eu connaissance

du dit plan; mais depuis la cession de ce pays par l'Espagne, j'ai entendu dire que M. Bouligny réclamait les terres en bas de la pointe Lainé jusqu'à la prairie de Lait d'un bord, et jusq'au bayou Calumet de l'autre; ce que je regardais comme une supposition, ne lui en connaissant aucun droit.

13. Par les 250 lettres d'office postées sur l'inventaire des archives de ce poste; que je remis à mon successeur Don Vincente Fernandes Fejeiro en 1801, appert son reçu au bas du dit inventaire. Il n'etat point mention de trente lieues de terre cédées au Marquis de Maison Rouge.

14. Comme je l'ai déja dit, je le répète: que le Gouverneur le Baron de Carondelet m'envoya une copie du contrat passé avec le Marquis de Maison Rouge; ainsi qu'on peut voir par sa lettre du 2 Avril, 1795, de la manière qu'il m'en instruit.

15. D'après le contrat passé par le Marquis de Maison Rouge avec le Gouvernement Espagnol, je ne sais pas si au terme du dit contrat il est venu avec une famille; au reste, je vais nommer toutes les personnes blanches qui sont venues sous le dit contrat, suivant la note que j'en remis au Gouverneur dans son tems, savoir:

Noms des personnes désignées dans la 15*e réponse.*

Mr. Breard Brêville Français, cultivateur.
Mlle. Breard, la sœur,
François Casseron, en qualité d'engagé.
Mr. Buhourd, Français, cultivateur.
Mme. son épouse, Française.
Charles Betin, Française, cultivateur.
Alexandre Laurence, Irlandais, forgeron engagé.
Pre. Belle, Canadien, laboureur, idem.
Marie Faer, domestique du Marquis.
Edouard McDonald, Irlandais, charpentier.
Le Marquis de Maison Rouge lui-même.
Jean Jacques Daigrepront, Français, cultivateur.

Simon Réné Pomier,	do.	do.
Michel Gideon Pomier,	do.	do.
Nod Pradine,	do.	do.
Mme. son épouse,	Française,	do.
Mathelin,	Français,	do.
Brochay,	do.	do.

J'en ai remis, l'état, certifié en ma qualité de commandant, au dit Marquis de Maison Rouge, mais il n'a pas construit de moulin dans l'étendue de ce poste.

16. Pendant le temps que j'ai été commandant en ce poste, M. Don Carlos Trudeau n'est point venu au Ouachita, et n'y avait point envoyé de député arpenteur; et, par conséquent, aucun arpentage des trente lieues mentionnées dans la présente question n'a été fait, ni ordonné d'être fait, soit par Don Carlos Trudeau, soit par ordre du Baron de Carondelet, gouverneur. Je dirai moi-même

que je n'ai point eu connaissance du plan dont il est mention avant l'époque que Mr. Jn. F. Girod ait fait son exposition en Novembre dernier des prétendus titres du Marquis de Maison Rouge.

17. Mr. Dominique Bouligny vint au Ouachita en Avril, 1800, réclamer, au nom de son frère Louis Bouligny, la succession du Marquis de Maison Rouge; mais il ne fut nullement mention dans les réclamations des terres audessous du fort Miro, ni d'un bord ni de l'autre de la rivière; ne comptant point d'autres terres en faveur de la dite succession qu'au haut du bayou de Siard.

18. Je n'ai point eu connaissance qu'en 1802, M. Louis Bouligny ait réclamé les terres en bas de la pointe Lainé; mais j'ai été surpris, après son départ de ce poste, d'apprendre que Mr. James McLaughlin arpentait, en Janvier, 1803, les terres au-dessous de la pointe Lainé, qu'on disait être pour M. Bouligny.

19. Ayant appris que le Marquis de Maison Rouge était mort à la Nouvelle Orléans, en ma qualité de commandant, je me transportai au domicile ou residait le Marquis du Ouachita. J'y fis l'inventaire des effets qui se trouvaient sur la dite habitation, en présence de Mr. Michel Pomier, chargé du pouvoir de Mr. Louis Bouligny; mais il n'y eut aucune terre de portée dans le dit inventaire; et en 1800 je confidai l'original inventaire à Mr. Dominique Bouligny, le prenant pour Louis Bouligny son frère; et lorsque je lui demandai de me remettre le dit inventaire pour le déposer aux archives de la paroisse, il me répondit qu'il l'avait déchiré; et ce fut par la conduite du Sr. Bouligny à mon égard, et pour ne pas user de mon autorité envers lui, que je demandai alors de me demettre de mon commandement.

20. J'ai parfaitement connu la signature, ainsi que l'écriture du Baron de Carondelet, gouverneur. Je m'en rappelle encore très bien, et je n'ai jamais trouvé qu'il variât dans sa signature, qui était toujours égale, soit dans ses lettres, soit dans les actes qu'il signait.

21. J'obtins en 1802 les 5 arpens de face sur le Ouachita et de chaque bord du bayou de la Chimière au Fondre, en échange de 20 arpens que je possédais au Praillon de la Prairie des Bois.

22. La concession qui m'en a été faite par Don Ventura Morales, contador et intendant de la province, en date du 3 Août, 1802, ainsi que le plan en forme fait par Don Lavand Trudeau, arpenteur général de la province, l'un et l'autre, en leur qualité, désignent les limites de la dite terre, en haut comme en bas, par terre vacante et appartenante à Sa Majesté Catholique. Si ces messieurs, en leur qualité, eussent concédé, en faveur du Marquis de Maison Rouge en 1797, les terres en bas de la pointe Lainé, auraient ils accordé des concessions particulières sur la même terre, et auraient ils désigné les limites par terre a Sa Majesté?

23. Il n'est pas à ma connaissance, ou du moins je ne me rappelle pas qu'il y eut des concessions faites sur le bord ouest du Ouachita, depuis en face de la pointe Lainé jusqu'au bayou Calumet, sous mon commandement; excepté une terre de petite quan-

tité, qui fut accordée à un nommé ———, et la capriére du bayou la Chimière au Fondre, qui m'avait été accordée; après cela, je n'en connais pas d'autres.

24. Il est à ma connaissance que le commandant Don Vicente Fernandes Fejeiro, fit, en 1804, plusieurs concessions d'une lieue quarrée, et même de plus grandes; mais j'ai regardé de telles concessions comme non valides, parce que je ne croyais pas que le dit commandant eut le droit de les faire de sa propre autorité.

JN. FILHIOL.

August 10, 1820.

Sworn to and subscribed before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, this 10th day of August, in the year 1820.

OLIVER J. MORGAN.
Parish Judge.

Letters referred to in, and annexed to, the foregoing answers of John Filhiol.

Letter marked No. 1, from the Baron de Carondelet.

Nouvelle Orleans, *ce 2 Avril*, 1795.

Vos vœux vout enfin etre satisfaits. Monsieur, nous venons de passer un contrat avec M. le Marquis de Maison Rouge pour trente et tant de familles d'agriculteurs qui vont former un établissement au Ouachita, composé de royalistes Français, de Hollandais, Flamands, et Allemans. Mr. de Breard, ci-devant officier de marine, est parti pour les ports des Etats Unis, où il les prendra et les conduira par l'Ohio au Ouachita; peut être en emménera-t-il même d'avantage, car nous lui avons permis de prendre des engagés. D'un autre coté le Baron de Bastrop, Hollandais, a contracté egalement pour quantité de familles qui nous viendrent en droiture de Hollande, et je l'attends lui-même de jour en jour par le haut du fleuve. M. de Maison Rouge, qui réunit toute espèce de connaissances, est parti d'ici pour Natchez, où il est allé prendre son équipage et quantité d'instrumens propres au labourage au nouvel établissement, et à fabriquer un moulin à scie; car son principal objet, et le nôtre, est la culture du blé, qui fournira un moulin à moudre que Mr. Trudeau va établir aux environs de la ville, comme celui qu'il vient defaire à la Nouvelle Madrid avec le plus grand succès, à quatre meules et de la façon la plus ingenieuse. Vous laisserez choisir à M. de Maison Rouge quatre mille arpens pour son établissement, où bon lui semblera, qui lui seront délivrés fait à fait que les familles arriveront, à raison de dix arpens de face sur quarante de profondeur par famille. Celle de Breard monte par ce bateau; et je vous prie d'avoir pour elle toute espèce de considération, l'accommodant de votre mieux jusqu'à l'arrivée de M. de Maison Rouge, et d'une autre famille restée également aux Natchez.

D'après ce plan, vous voyez, monsieur, que vous ne serez plus aussi isolé que ci-devant, et que, dans peu, vous vous trouverez en état de faire face aux sauvages. Les Osages ont commis encore quelques vols, non obstant ils n'ont tué aucuns de nos chasseurs, s'étant contentés de leur prendre le fruit de leur chasse. Comme le fort que nous batissons chez eux ne sera achevé qu'à la fin de cette année, il n'est pas possible encore de les assujettir, comme il y a lieu d'espérer par la suite. Quant aux Choctaws, il n'y a pas de mal que les nations de l'autre bord leur fassent la guerre; cela les empêchera de fréquenter aussi souvent vos parages; et lorsqu'ils verront que vos habitans seront en force, ils vous porteront plus de respect. Au reste, ... un fort, et y mettrons garnison. Dès que la guerre . . . . nous permettra de diminuer celles des postes les plus exposées; l'intention de M. de Maison Rouge est de former une peuplade réunie, afin d'être en état de s'y défendre aisément contre les sauvages, et d'y rassembler des artisans de tout espèce. Je suis enchanti que vous vous trouviez, monsieur, chargé de ce commandement; votre amour pour l'humanité, vos connaissance, votre désintéressement, tout me rèpond du zèle que vous employerez pour le succès d'une entreprise qui est de la plus grande conséquente pour cette colonie et pour l'état; car notre objet est de nous mettre hors de la dépendance des Américains pour l'approvisionnement des farines, que la Louisiane parviendra peut être un jour à fournir à la Havane, ce qui lui procurera une nouvelle branche de commerce. Vous serez des plus satisfait du caractère, des connaissances, des vues particulières du Marquis de Baton Rouge; vous trouverez en lui un ami qui vous rendra agréable l'espèce de solitude dans laquelle vous avez vécu jusqu'à présent; et j'espère que tous vous transformerez ces déserts en un pays enchanteux, vu que les circonstances et la situation présente de l'Europe nous permittent d'y attirer un grand nombre d'émigrés utiles, car je n'y ai aucune espèce de gens oisifs, ou peu propres à l'agriculture.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. Filhiol.

Letter marked No. 2.

Nouvelle Orleans, *ce* 17 *Juin*, 1795.

Si j'avais eu l'intention, monsieur, de vous oter le commandement du nouvel établissement que M. de Maison Rouge va former au Ouachita, je ne vous aurais pas chargé de lui assigner ou faire mesurer un terrain de 4,000 arpens d'après le choix qu'il en fera, et de lui en délivrer les portions convenues par son contrat fait à fait que les familles s'y rendront. M. de Maison Rouge, ainsi que toutes les personnes faisant partie de son établissement, resteront sous votre commandement, et soumis aux lois générales de justice,

police, et autres règles établies, comme tous les autres habitans du poste, en tout ce qui ne sera pas contraire aux conditions de son contrat, et dont je vous ai envoyé une copie; du reste, vous lui laisserez toute la liberté de diriger la culture des colons vers les objets qui leur paraîtront les plus convenables; et vous obligerez ceux-ci à remplir fidèlement à son égard les engagemens qu'ils auront contractè avec lui, soit avant soit après leur arrivée; lui donnant tous les secours nécessaires, tant à cet égard que pour les retenir sur les lieux, et les détourner surtout de la vie ambulante de chasseurs, qui est totalement opposée au progrès de l'agriculture. Vous réunirez, monsieur, toutes les lumières nécessaires pour conduire avec succès et toujours d'accord, avec M. de Maison Rouge, un établissement qui peut en très peu de tems attirer une grande émigration si les nouveaux colons parviennent à être contens de leur sort.

Le défaut de vivres dans le poste sera un inconvénient très embarrassant pour les arrivans; mais il est probable que M. de Maison Rouge y aura pourvu, et, avec des bras et un peu de peine, le maïs produira en abondance dans des prairies où on peut semer dès le premier moment qu'on s'y établit, au reste avant que les familles que doit amener Mr. Breard en descendent le Mississippi. M. de Maison Rouge aura tout le tems de se préparer à les recevoir; je crois qu'il aura été lui-même fort retardé par les suites de l'expédition que j'ai envoyé aux Ecores à Magot pour y élever un fort. Malgré les oppositions que les Américains se disposaient à y apporter, le 31 Mai le pavilion Espagnol y a été arboré aux décharges réitérées des galères et de l'artillerie de terre. Mr. de Gayoso y avait fait déja un défriché très considérable, et s'était retranché avec un abattis entre deux rivières; je compte y reunir cent hommes de troupes réglées dans deux mois, et y avoir un fort défendu par huit pièces de huit, qui ne laissera pas que d'être utile aux Arkansas, qu'il protégera contre les courses des Chicasaws qui commençaient à les incommoder. Les Osages se comportent à merveille depuis le nouvel établissement protégé d'un fort que j'ai fondé chez eux; ils ont même rendu d'eux mèmes des carabines qu'un de leurs partis avait enlévé à nos chasseurs des Arkansas. S'ils commettent quelques vols dans votre commandement, envoyez m'en la note; je les obligerai à les rendre, et à châtier les coupables; mais j'ai en même tems ordonné qu'ils soient bien traités dans tous nos postes, et qu'on leur donne des vivres et quelques munitions pour les familiariser avec nos gens et les retirer de la rapine. Vous ne m'avez pas marqué à combien de lieues du fort se trouve le bayou Barthêlemy, et j'ignore également la vraie situation du fort, quoique j'ai un plan assez exact du pays. Faites-moi le plaisir de me marquer s'il est situé à la prairie des Canots, ou dans l'anse qui est á la prairie de Siard; il me semble qu'il est un peu loin du bayou Barthêlemy, où les colons du nouvel étab-

lissement auraient par conséquent beaucoup à souffrir des sauvages; ceci n'est, cependant, qu'une conjecture.

J'ai l'honneur d'être, avec la plus parfaite considération, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letter marked No. 3.

NOUVELLE ORLEANS, *ce* 1 *Août*, 1795.

Tous les commencemens sont difficiles, monsieur; vous en avez fait vous même l'expérience, mais la constance vient à bout de tout. Je suis persuadé qu'il en sera de même de l'entreprise de M. de Maison Rouge. Nous avons tout lieu d'espérer qu'en Septembre MM. de Breard et de Bastrop arriveront à votre poste, avec du monde; mais, en outre, nous avons encore les ressources de l'Europe, qui, au milieu de la confusion où elle se trouve, fournira quantité d'émigrés utiles à la Louisiane. Ne pensez, donc, plus à quitter le poste où vos connaissances et vos amis seront des plus utiles; c'est vous qui l'avez commencé; c'est, donc, à vous à en perfectionner l'ouvrage; au reste, vous pouvez être assuré qu'à la paix vos peines ne resteront pas infructueuses.

Pour vous débarrasser de l'embarras de loger les nouveaux venus, je suis convenu avec Monsieur l'Intendant que vous achéterez à M. Prieur une maison appartenant â des mineurs, dont il est chargé; laquelle servira à cet usage, dont vous prendrez soin pour qu'on ne la ruine pas. Ne serait-il pas possible d'ouvrir une communication avec les Natchez, pour le transport des cotons, quand celui-ci devrait se faire en grandes pirogues, car le chemin par la rivière Rouge est bien long et dispendieux? Le voyage de M. de Maison Rouge coute plus de 500 piastres.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letter marked No. 4.

NOUVELLE ORLEANS, *ce* 9 *Septembre*, 1794.

J'ai reçu, monsieur, votre office du 11 Juin, et votre lettre particulière du 11 Août, auxquelles je n'ai pu répondre, faute d'occasions. Le bruit qui a couru dans votre poste, que nous allions entrer en guerre avec les Américains, est on ne peut moins fondé. L'Espagne est plus que jamais étroitement uni avec les Etâts d'Amérique du Nord; et si nous eussions été dans le cas qu'on vous l'a persuadé, je n'aurais sûrement pas manqué de vous en instruire; ainsi soyez tranquille, et en outre bien persuadé que les Chies, à l'exception de Payemingo et ses partisans, qui ne sont pas nombreux, nous sont totalement dévoués; dans peu, l'expèrience vous le fera probablement connaître.

Je ne p'eux rien vous dire encore de positif au subjet des Osages, parceque j'ignore si leurs chefs ont pu se rendre chez eux; mais, sans le malheur qui leur est arrivé, je suis certain que je tenais en respect la nation par le moyen d'un fort qui devait dominer leur village, et à la construction duquel ils avaient consentis. Je crois bien que quelques-uns de leurs jeunes gens auraient commis, de tems en tems, des vols, ou même des assassinats, du coté des Arkansas; mais, d'après le traité fait avec eux, ils auraient donné tête pour tête, et effets volés auraient été rendu: ce qui les aurait bientôt dégouté de leurs rapines. Au reste, je les laissais se battre tant que bon leur semblerait avec les autres nations, qui, dans le fond, ne valent guère mieux qu'eux, et qui, si elles ont la facilité de pouvoir chasser, sans dangers, sur l'autre bord, ne laisseront en répos aucun de nos établissemens de vos cotés.

J'ai l'honneur d'être, très parfaitement, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. Filhiol.

Letter marked No. 5.

Nouvelle Orleans, *ce 2 Juin*, 1796.

J'ai lu et reçu, avec un plaisir réel, les lettres que vous avez écrit à M. de Maison Rouge le 25 Avril, et dont vous me passez la copie dans celle du No. 10. Les représentations que vous lui faites sont fondées sur la justice, la raison, et la modération. S'il n'y a aucune égard, il foudra employer la force des lois; et quoique j'apprendrai avec peine qu'il vous ait forcé à y recourir, je ne pourrai qu'approuver votre fermeté et soutenir vos decisions; car il n'est pas juste qu'un particulier tienne le public dans sa dépendance, et j'ignore, comme j'ai le lui marqué, ce que c'est que de s'écarter des lois et de la justice la plus impartiale.

Quant au Sieur Morrison, j'ai vérifié qu'il n'est nullement fondé à prétendre se maintenir sur un terrain qui ne lui appartient pas, et à le démembrer de celui que j'ai destiné au nouvel établissement; si, cependant, il y avait une maison et des travaux conséquens, je pourrai lui accorder la même extension de terre que s'il faisait partie du dit établissement; coupant court, de cette façon, à toute jalousie et pretentions des nouveaux colons.

M. de Maison Rouge me demande un arpenteur, mais l'établissement est encore trop peu conséquent pour cet effet, et vous pourrez, en attendant, qu'il prenne vigueur donner cette commission à quelque personne de satisfaction ou la remplir vous-même. La prétention à l'établissement d'une compagnie de cavalerie est un chimère dans les circonstances présentes; mais si le traité de limites a lieu, ce dont je doute encore, on pourra établir une garnison de troupes réglée au fort Miro. M. le Baron de Bastrop, qui descend actuellement le fleuve, parviendra, peut-être, à convaincre M. de

Maison Rouge de la nullité du sistème qu'il s'est formé; il m'a paru d'un caractère droit, rempli de bon sens, et d'une douceur que la rendu cher ici à tout le monde. Vous en serez, sûrement, monsieur, très satisfait, et il contribuera à égayer votre solitude. L'ordre que je vous passe concernant les engagés pour le nouvel établissement n'aura de force, prenez y bien garde, qu'autant que leur engagement aura été contracté hors des domaines du Roi, par écrit, ou par devant deux témoins impartiaux autant que l'interessée ne peut pas écrire.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letter marked No. 6.

NOUVELLE ORLEANS, *ce* 30 *Juin*, 1796.

La necessité, monsieur, de renforcer nos établissemens situés à la rive occidentale du Mississippi, et de former au Ouachita, un point de défense respectable, m'engage à y établir un lieutenant-gouverneur, qui, si la cession des Natchez aux Etats-Unis a lieu, pourra devenir gouverneur de cette partie intéressante de la province, sous les ordres immediates du général. J'ai cru ne pouvoir faire un meilleur choix que M. de Grand Pré, qui, après avoir rétabli le bon ordre au Rapide et aux Avoyelles, se rendre au Ouachita, où il fera sa résidence ordinaire; vous commanderez sous ses ordres, et j'espère que vous serez dans peu intimement unis, parceque vous avez la même zèle pour le bien public, le même attachment à l'humanité. Je suis faché que M. Poiret ait vendu sa maison, car elle aurait pu lui convenir; lorsqu'il y aura un endroit propre á loger la troupe, j'enverrai un sergeant et quinze hommes, qui ne laisseront pas que d'en imposer aux sauvages. Je suppose que le Chevalier Danemours sera arrivé au Ouachita à la reception de celle-ci; M. de Gayoso me dit que c'est un homme des plus intéressant, qui réunit a des connaissances réelles un grand fonds de modestie et de modération; ainsi il trouvera certainement en vous un protecteur et un ami. Je vous envoie un quintal de poudre, sur ce que Badins m'a assuré que celle du fort est en grande partie inserviable; renvoyez-moi la mauvaise, et je vous ferai passer de la bonne. Quant à Badins, ne souffrez pas q'il la vende plus de sept escalins, puisqu'il la cue du Roi à quatre.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letter marked No. 7.

NOUVELLE ORLEANS, *ce* 31 *Mai*, 1796.

J'ai reçu la lettre de felicitation que vous m'avez fait l'honneur de m'adresser en date du 6 du courant, sur le grade de maréchal de

camp que sa Majesté a daigné m'accorder, et auquel je m'attendais d'autant moins que je ne croyais nullement pouvoir y prétendre. Soyez assuré, monsieur, que si j'ai eu le bonheur de sirvir le Roi avec quelques succès et au gré de ses désias depuis que je suis Gouverneur de la Louisiane, je m'en croyais pleinement récompensé par la satisfaction intérieure que je ressentais d'avoir éloigné de cette province les calamités qui ont dévasté une grande partie de l'Europe, et d'y avoir maintenu la tranquillité, sans y avoir versé une goutte de sang.

J'ai l'honneur d'être, avec la plus sincère considération, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. Filhiol.

Letter marked No. 8.

Nouvelle Orleans, *ce* 30 *Juillet*, 1796.

J'ai reçu, monsieur, vos lettres du 14 Juillet, auxquelles je n'ai rien d'autres à repondre si ce n'est que vous mettiez au fait M. de Grand Pré des motifs trop réels que vous avez de vous plaindre de M. de Maison Rouge, afin q'il puisse l'obliger à se conformer aux lois générales du pays, et à remplir avec plus d'exactitude les engagemens qu'il a pris, tant vis-à-vis du gouvernement que de différens particuliers. Il vient encore de laisser partir Mr. Daigrepont, qu'il traité de colon, et auquel il avait fait donner cent piastres, en la dite qualité, par le trésor, sous prétexte que les chenilles ont ravagées son maïs; il m'assure que, Mr. Daigrepont me remettra cette somme au cas qu'il parte de la Louisiane. Vous lui direz, monsieur, de ma part, que cette façon d'agir n'est pas en usage chez nous, où tout ce fait avec la plus grande formalité. Qu'avant que de laisser abandonner à Mr. Daigrepont l'établissement pour lequel il s'etait engagé, il devait l'obligera rendre au Roi les cent piastres qui lui ont été avancés, et dont lui M. de Maison Rouge se trouve comptable vis-à-vis du trésor royal pour avoir manqué à cette formalité. Je vous charge, également, monsieur, d'obliger, en l'absence de M. de Grand Pré, M. de Maison Rouge á faire choix des 4000 arpens de terre qui doivent se repartir aux trente familles qu'il doit établir; lui défendant de deranger les anciens habitans dont il doit écarter son établissement de façon à ne pas les géner. Je vous fais mon compliment sur la voisinage de M. le Chevalier Danemours, qui, à ce qu'on m'a dit, a achété une habitation limitrophe à la vôtre; on m'en a dit, tant de bien, et nommément M. de Gayoso, que je serai très flatté de faire sa connaissance lorsqu'il descendra en ville. Je viens de placer dans une maison de commerce le Chevalier de Goy, qui est descendu avec lui, car vous savez qu'il est très difficile pour un étranger d'entrer à notre service. Lorsque M. de Grand Pré me rendra compte de l'état et de la position du fort du Ouachita, je verrai s'il conviendra d'en faire un autre, ou s'il est possible de loger dans le fort actuel quelque troupe

je le crois présentement aux Natchitoches. Je vais faire venir du blé du Mexique pour les nouveaux colons, et j'espère qu'il arrivera encore à tems pour le semer cette année.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letter marked No. 9.

NOUVELLE ORLEANS, *ce* 6 *Mars*, 1797.

J'envoie, monsieur, des ordres positifs à M. de Grand Pré touchant M. de Maison Rouge, qui mettront fin, à ce que j'espère, à toutes ces discordes qui inquietent inutilement ceux qui les suscitent, et ceux qui en sont l'objet; s'il ne s'accorde pas sur la dette de M. de la Beaume, il sera éxécuté. Lorsqu'il s'agit de vendre à l'estimation, vous devez faire estimer l'objet par deux experts nommés par le propriétaire et par le créancier; s'ils ne s'accordent pas sur sa valeur, vous nommez le troisième expert, qui decide entre les deux premiers. Il va partir un ingénieur pour examiner l'endroit le plus propre à y faire un fort, et à y loger la troupe; si vous pouvez, en attendant, établir une quinzaine d'hommes dans la vôtre, avec deux piéces de quatre que j'enverrai, cela ne laissera pas que d'en imposer aux sauvages, et de les écarter du poste; car on est actuellement occupé à evacuer les Natchez et Nogales, le commissaire de limites étant arrivé. J'ai absolument défendu à Carnet de s'établir au Ouachita; tenez y la main de très près, car je ne veux absolument aucun Américain dans ce poste. Je voudrais ouvrir une communication directe entre le Ouachita et Arkansas, tant durant les eaux basses que pendant les eaux hautes; en égard à ce que, si nous nous brouillions avec les Américains, il conviendrait que nous pussions nous communiquer par terre avec la haute Louisiane. On prétend que le bayou Barthélemy est navigable en pirogues jusqu'auprès de la rivière Arkansas; il faudrait que vous vérifier ceci, en engageant un chasseur hardi, auquel on donnera une gratification à aller par cette route aux Arkansas, d'où il devra remener au poste un autre chasseur des Arkansas, qui sera également payé par le Gouvernement; mais il faudra qu'ils observent, dans les points principaux de leur voyage, la quantité d'eaux qui s'y trouvera. J'écris à ce même sujet au commandant des Arkansas. Je viens de recevoir des nouvelles qui annoncent une paix générale d'après l'intimation qu'a fait le Roi de Prusse au Directoire Français, que, trouvant les propositions de l'Angleterre équitables, il ne pouvait s'empêcher de les appuyer. Dans le vrai, le Roi de Prusse, étonné et craignant les succès rapides de l'Autriche, desire la conclusion de la paix.

J'ai l'honneur d'être, avec la plus parfaite considération, monsieur, votre très humble et très obeissant serviteur,

LE BARON DE CARONDELET.

Mr. FILHIOL.

Letters from the Marquis of Maison Rouge, referred to in, and annexed to, the answers of John Filhiol.

Letter marked No 1.

Ce 21 Mars, 1796.

Monsieur: J'ai l'honneur de vous informer que M. le Chevalier Daigrepont a choisi, pour lui et monsieur son frère, un emplacement situé sur la rivière, au-dessus de celui occupé ci-devant par le Sieur Letourneau. Mr. Morrison, à qui j'en ai parlé, parait vouloir s'y opposer, sous prétexte que ce terrain lui appartient. Je lui ai réprésenté qu'il avait choisi pour son lot le lieu où il est établi sur le bayou Barthèlemy, à deux lieues de l'entrée de ce bayou, que de la terre de M. Daigrepont à l'embouchure de ce bayou sur la rivière, il y avait deux autres lieues inhabitées également, ce qui serait donc à lui appartenante; une propriété en face de la rivière et du bayou, de l'étendue de quatre lieues qu'il n'évalue encore qu'à deux mille arpens. Cette prétention est absolument ridicule, doutant mieux que ce monsieur n'a rien fait de plus que les autres à l'avantage du pays pour avoir une propriété aussi étendue, et de laquelle el ne peut tirer aucun parti qu'en la vendant en détail. Mr. Morrison allégue que Mr. Miro lui a promis cette quantité de terre; mais il ne dit pas que c'était pour lui seul, mais pour les seize familles Américaines; et plus, qu'il avait promis d'amener pour les établir à la prairie Chatellerau: de plus, il avait promis de découvrir une saline. Il n'a rempli aucune de ces conditions. Cette étendue ne lui étant point accordée individuellement, elle reste donc dans les domaines du Roi; il n'a pas plus de droit d'y prétendre, que je ne l'aurais à vouloir m'approprier toute l'étendue qui m'a été concédée pour établir, en vertu de mon contrat, toutes les familles que jai annoncé, et que le Gouvernement sait être en mouvement pour se rendre ici. Mr. Morrison, suivant l'usage de son pays, voudrait accaparer ce terrain, qu'il sent de la dernière nécessité pour l'éxécution de mon plan, et le vendre à mes familles, ce qui est absolument contraire à l'esprit de mon contrat. Si ces observations ne suffisaient pas pour prouver l'injustice des pretentions de Mr. Morrison, j'y ajouterais que, depuis près de trois ans qu'il est habitant ici, il n'a encore rien défriché, et qu'il s'est contenté d'entourrer auprès de son habitation environ quarante arpens carrés, sans y avoir rien cultivé ni planté. Pourqui, donc, aurait-il donné à lui une partie de terre aussi considérable, et de laquelle partie je suis convenu avec M. le Baron de Carondelet de l'avoir usage pour mon établissement depuis l'inspection de la carte?

Maintenant que j'ai vu le local et acquis de l'expérience sur l'élévation des eaux, je ne puis que persister dans l'éxécution de mon projet afin d'établir les familles pour lesquelles je me suis formellement engagé avec le Gouvernement, le long de la riviére et du bayou Barthèlemy, depuis le lieu qu'a établi le Sieur Bivoteau

jusqu'au plus étendu possible, parceque ce terrain ne s'inonde point, et que nous pourrons nous communiquer par terre sans craindre les effets des grandes pluies, comme il arrive entre le bayou de Siard et le poste, et étant aussi toutes conséquents les unes aux autres les familles pourront se donner des secours mutuels qu'on n'obtient au poste qu'a d'enormes frais, car je ne puis déguiser qu'on m'y ait fait payer cinq cochons, pesant chacun 150*l.* chacun 14 gourdes, tandis qu'ailleurs je n'ai payé qu'à raison de 4 gourdes de quintal. Je ne doute point que lorsque mes familles seront instruites de ce fait, que ce ne soit une raison de plus pour se réunir à moi, avec qui elles en ont pris l'engagement formel. D'après ces differentes observations, monsieur, j'ai l'honneur de vous prier de vouloir bien faire entendre raison à Mr. Morrison, qui se propose d'aller vous voir pour cela. Vous sentez la solidité de mes observations, puisque vous m'avez fait l'amitié de me dire dernièrement que Mr. Morrison ne pouvait prétendre à une portion de terre celle qui sera allouée aux autres.

Permettez que Madame Filhiol trouve ici l'assurance de mon respect.

J'ai l'honneur d'être, avec les sentimens de la plus sincére consideration, monsieur, votre très humble et très obeissant serviteur,

DE MAISON ROUGE.

Letter marked No. 2.

Ce 28 Avril, 1796.

Monsieur: J'ai reçu, avec la lettre que vous m'avez fait l'honneur de m'écrire le 25 du courant, la copie revêtue de votre original certificat de conformité à l'original du titre de Mr. Morrison pour les terres qu'il s'est approprié; et ce n'est que d'hier que j'ai pu avoir connaissance de ce titre, malgré mes instances depuis longtems pour l'avoir. Permettez moi, monsieur, d'avoir l'honneur de vous observer, que vous voyez combien j'étais fondé à insister sur la communication de ce titre, combien les prétentions de ce monsieur sont absurdes, injustes, et ridicules, puisque Mr. Miro ne lui accordait 2,000 arpens de terre entre les Rapides et les Natchitoches qu'à la condition qu'il y établirait une fabrique de sel; pour laquelle, en particulier, il lui donnait les terres nécessaires à cet établissement. Ce monsieur n'ayant depuis six ans rempli, en aucune maniére, aucune de ces conditions, ni pris des moyens pour cela, est vénu accaparer sur le bayou Barthélemy 4,000 arpens de terre, q'il n'évalue, de son propre mouvement, qu'à 2,000. Enfin, quels reproches n'auraient pas eu me faire mes familles, comme je n'ai cessé de vous le marquer, si, au moment de leur arrivée, je n'eusse pas été en état de leur distribuer les terres que j'ai choisi pour elles, à fin qu'elles puissent toutes se réunir auprés de moi; c'est, cependant, ce à quoi je m'exposais, si j'eusse attendu, comme vous le voulez, la decision de M. le Gouverneur Général, qui

n'aurait pu arriver que dans un tems où ces familles, rebutées d'attendre, auraient pu prendre un parti contraire aux dispositions faites et convenues entr'elles & moi; et encore sur quoi M. le Gouverneur Général aurait-il pu prononcer? puisqu'il n'était fait aucune diligence pour qu'il eût connaissance de ce titre; toutes ces prolongations ne pouvaient tirer qu'á de très grandes conséquences. Maintenant, donc, qu'à force de solicitude, je suis parvenu à la communication de ce titre, je ne puis qu'être très étonné de la conduite de Mr. Morrison.

J'ai l'honneur de vous prier de vous rappeler que j'ai engagé avec la dernière instance, et très honnête ce monsieur de vive voix, et par écrit, en l'assurant de toute l'envie que j'avais de bien vivre avec lui, et à me communiquer ce titre; j'ai eu pour réponse, par la voie de son gendre, que si mes familles s'établissaient sur ses prétentions, elles essayeraient son courage. Rappelez-vous, s'il vous plait, ce que j'ai l'honneur de vous écrire à ce sujet. Enfin ce monsieur a fait plus pour me braver; il s'est permis de donner aussi à George Hoe, Américain arrivé ici depuis le mois de Janvier dernier, pour s'y établir, malgré la prohibition, une terre située à la pointe du bayou Barthélemy, où ce jeune homme a défriché et commencé une cabane. Et ce monsieur en a promis une autre, auprès aux Sieur Haine et autres Américains; cependant, Mr. Morrison n'ignorait pas que c'était dans cette partie, qu'il était en projet de faire le fort, et que j'avais rétenue le terrain. Lorsque j'ai fait mes réprésentations à ce sujet au Sieur Hoe, je n'ai eu que des [insultes] pour satisfaction. Il est évident que si Mr. Morrison avait été de bonne foi, il m'aurait fait part de son titre à mon arrivée; il aurait évité à vous et à moi toute cette multitude d'écrits, auxquels j'ai été forcé pour soutenir mes droits contre son usurpation. D'après tous les torts de Mr. Morrison, je suis surpris que vous me marquiez qu'on ne peut lui refuser 10 ou 12 arpens de terre où il est établi, vu sa nombreuse famille: il a quatre filles et un petit garçon; il est seul cultivateur. Le Sieur Laurent Cavet, son voisin, a huit enfans, dont deux garçons qui travaillent à l'agriculture avec lui, et il n'a que six arpens suivant l'usage; il y a, de plus, vingt-cinq ans qu'il habite ce canton.

Permettez-moi, monsieur, de vous demander pourquoi Mr. Morrison aurait part à l'article de mon contrat sur notre territoire concernant les dix arpens accordés aux familles que je fais venir; ce n'est certainement pas pour le recompenser de ses bons procédés. Je n'ai aucune raison d'enfreindre mes engagemens en sa faveur, des préférences aux personnes pour lesquelles j'ai contracté; il n'est aucune d'elles qui ne me blama, et surtout Mr. Daigrepont, dont l'un, pour se placer à la prairie Chattellerau, a été obligé d'acheter de vous six arpens de terre, tandis que son voisin le plus prés, Mr. Morrison, lui en usurperait quatre de dix, qui reviendront à ses deux frères. Je suis faché, monsieur, de n'être point de votre avis sur ce point ceux pour lesquels je plaide les causes, et lesquels les

intérêts méritent la préférence; et j'insisterai auprès de M. le Gouverneur Général pour que personne n'empiète sus des droits et les engagemens pris par mon contrat;—que Mr. Morrison s'en aille aux Rapides éxécuter ses conditions qu'il a remplir par son contrat avec Mr. Miro, et il y aura les 2,000 arpens qui lui sont promis, mais il n'a rien fait ici qui mérite que cette quantité lui fut accordée sur le territoire où mon établissement a lieu.

J'ai l'honneur de vous faire mes remercîmens de ce, qu'à ma solicitude, vous avez signifié au Sieur Hoe de discontinuer son défrichement et de son habitation, ainsi qu'au Sieur Haine. Je vous fais également, monsieur, mes remercîmens de la lettre que vous me faites passer pour le Sieur Mackakim aux siens, qu'il experte de concert avec les Sieurs Laurent Cavet et Barfield. Les lattes qui m'ont été soumises et faites ici par le Sieur Lagardet Revet. Je devais d'avis d'avoir présent aussi ces deux travailleurs; je les avais ces jours passés, mais votre lettre est venue après leur départ, et je crains qu'ils ne partent pour la ville.

J'ai l'honneur d'être, avec les sentimens du plus sincère et respectueux attachement, monsieur, votre très humble et très obeissant serviteur,

DE MAISON ROUGE.

The foregoing letters are those alluded to in the deposition of John Filhiol, &c. &c.

Attest: OLIVER J. MORGAN,
Parish Judge.

Interrogatories and answers of Michel Pomier.

Question 1. N'étes-vous pas venu au Ouachita en 1795, sous le contrat passé entre le Gouvernement Espagnol et le Marquis de Maison Rouge?

2. N'étiez-vous pas, monsieur, votre frère et vous, ses proches voisins, et liés d'amitié avec le marquis?

3. Le marquis, dans ses conversations, ne vous a-t-il jamais dit qu'il avait obtenu du Gouvernement Espagnol la concession de terres situées au-dessous de la pointe Lainé jusqu'au bas de la prairie de Lait, d'une bord de la rivière et de l'autre, depuis cinq arpens au-dessous du bayou de la Chinière au Fondre jusqu'au bayou Calumet?

4. Quelles sont les terres, à votre connaissance, que le marquis réclamait pendant son vivant?

5. Savez-vous combien des familles sont venues au Ouachita sous le contrat du dit marquis?

6. Connaissez-vous combien de moulins il a fait batir ici?

7. Savez-vous si en 1800 Mr. Dominique Bouligny étant ici pour réclamer, au nom de Louis Bouligny son frère, la succession de Maison Rouge, s'il fut alors mention des terres déja citées au-dessous de la pointe Lainé, des deux bords de la rivière, comme appartenantes à la dite succession?

8. Après le décès du marquis, ne fûtes-vous pas chargé par Mr. Bouligny pour veiller à la succession, à l'inventaire; et les terres mentionnées plus haut, fûrent-elles inventoriées ?

9. Voulez-vous, s'il vous plait, nous dire qui a fait le croquis de ce plan, pourquoi il fut fait, et en quel tems ?

10. Si le marquis eut obtenu une plus grande concession que ce qui est contenue dans ce croquis, ne vous en aurait-il aussi fait mention ?

11. Reconnaissez-vous ces deux lettres pour être de l'écriture et être la signature du marquis ?

12. Connaissez ceci pour être la copie du contrat qui vous fut envoyé en 1795 par le Marquis de Maison Rouge, afin de vous engager avec monsieur votre frère à venir vous établir au Ouachita ?

Answers of Michel Pomier.

Réponse 1. Oui, je suis venu ici d'après ce contrat.

2. Oui, nous etions ses plus proches voisins, et il nous avait cédé une habitation qu'il avait acheté pour nous avoir près de lui, et nous étions tous liés ensemble.

3. M. de Maison Rouge ne m'a parlé que de la concession dont il m'avait fait le croquis du plan.

4. La réponse précédente répond à cette question.

5. Je ne me rappelle que des personnes qui sont venues avec nous, voici les noms: M. et Mde. Pradine et Mr. Daigrepont.

6. Il n'en a fait construire qu'un petit, pour son utilité.

7. J'ai vu Mr. Dominique Bouligny ici, mais je n'ai pas su qu'il ait rien dit au sujet des terres de la succession de Maison Rouge.

8. J'avais été charge par Madame de Bouligny de réprésenter son fils pour faire faire l'inventaire des effets de cette succession; mais les terres n'ont point été inventoriées autant que je puis m'en rappeler.

9. Oui, je vais vous répondre: M. de Maison Rouge, en revenant de la Nouvelle Orléans, s'arrêta chez moi, et me dit que le Gouvernement lui avait accorde une grande concession; et comme je ne connaissais pas les endroits qu'il me désignait, je lui ai donné une carte du Ouachita, pour me faire voir ses bornes. Il a tourné la carte, et sur le dos a tracé le plan de sa concession, et en même tems a marqué celle de Mr. de Bastrop, et a écrit à qui ces terres appartenaient.

10. Je ne puis rien dire de plus que M. de Maison Rouge ne m'a jamais parlé que de la concession dont il m'avait fait le croquis du plan, et que je viens de rapporter.

11. Oui, je reconnais ces deux lettres pour avoir été écrites et signées de la main de M. de Maison Rouge au Ouachita, le 10 Avril, 1820.

12. Oui.

M. POMIER.

Sworn to and subscribed before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, on this 10th day of August, 1820.

OLIVER J. MORGAN,
Parish Judge.

I, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, do certify the foregoing contract to be the one alluded to in the deposition of Michel Pomier. In witness whereof, I have hereunto signed my name, this 10th day of August, 1820.

OLIVER J. MORGAN,
Parish Judge.

[*Contract on which the above certificate is endorsed.*]

Nous, François Louis Hector, Baron de Carondelet, chevalier de Malte, brigadier des armées de sa Majesté Chrétienne, gouverneur général, vice patron des provinces de la Louisiane, Floride Occidentale, et inspecteur des troupes réglées et milices d'icelles; Don François Rendons, intendant des armées, surintendant et subdélegué de la royale finance dans la dite province; et Don Josep de Orué, chevalier du royal et distingué ordre du Charles III, ministre principal des finances royales faisant fonction de fiscal des dites finances royales—Decidons, convenons, et consentons, avec M. de Maison Rouge, chevalier Français, émigré, qui est venu des Etats Unis, nous proposer de faire descendre dans cette province trente et plus des familles émigrées, qui doivent venir par l'Ohio, pour former avec lui un établissement dans le pays des Ouachitas, ayant pour objet la culture de blé, &c., ainsi que la construction de différens moulins, même à farine, sous les conditions suivantes:

1. Nous offrons, au nom de Sa Majesté Chrétienne, (qui Dieu ait en sa sainte garde,) de faire compter du trésor royal cent piastres fortes à chaque personne blanche propres à l'agriculture ou aux arts utiles et nécessaries à cet établissement, comme charpentier, menuisier, maçon, forgeron, serrurier, tuillier, briquetier, et tonnelier.

2. Nous nous engageons, de même, sous les auspices de notre gouvernement monarchique, le leur procurer tous les secours nécessaries depuis la Nouvelle Madrid jusqu'au Ouachita, tant en vivres qu'en conducteurs.

3. Il leur sera payé du trésor royal les frais du transport de leurs bagages qui viendront par mer jusqu'à cette capitale, et de même jusqu'au Ouachita, pourvu que le poids n'excède pas trois milliers par chaque famille.

4. Il leur sera accordé, gratis, par chaque famille composée de deux personnes blanches propres à l'agriculture ou aux dits arts, dix arpens de terre de front sur la rivière, sur quarante de profondeur, avec une augmentation proportionnée aux nombres de personnes blanches qui y viendront.

Il leur sera, enfin, permis d'amener des engagés pour les servir jusqu'à leur concurrence de six ans au plus, à la condition que s'ils forment des familles, il leur sera accordé gratis des terres proportionnément à leur nombre.

Ainsi arrêté, comme il est ci-dessus expliqué ; et, afin que ces dites familles puissent en avoir connaissance, nous signons le présent engagement avec mon dit sieur de Maison Rouge. A la Nouvelle Orléans, ce 17 Mars, 1795.

LE BARON DE CARONDELET.
FRANCOIS RAUDON.
JOSEP DE ORUE.
DE MAISON ROUGE.

Pour copie certifiée par Don Josep de Orué.

[Here follows a diagram, which is omitted, under the rules of the House, which forbid the printing of drawings, unless *specially* ordered.]

Deposition of widow Bayergeon.

[Questions put by Mr. J. F. Girod, for himself, and as attorney for John Bress, John Lauderneau, Celestin Lauderneau, the heirs of Hypolite Lauderneau, Bastien Olivo, Bennet Ballew, J. F. Faulk, and John Etié.]

1. Ne descendîtes-vous pas à la Nouvelle Orléans en 1799, de compagnie avec le Marquis de Maison Rouge ?

Ans. Oui ; et étant tombé malade chez Mr. Bouligny á la Nouvelle Orléans, j'aidai à le soigner jusqu'au moment de sa mort.

2. Pendant votre voyage à la Nouvelle Orleans, ne fut-il pas question des propriétés du dit marquis au Ouachita ?

Ans. Oui, le marquis m'en a souvent parlé, et d'après ce qu'il m'en a dit, elles étaient situées entre le bayou la Loutre et le bayou Assemine, d'un bord et de l'autre, depuis en face du bayou la Loutre jusqu'au bayou Barthèlemy.

3. Vous a-t-il jamais dit qu'il possédait des terres plus bas que le Fort Miro ?

Ans. Non, il n'en a jamais été mention.

WIDOW BAYERGEON, her ⋈ mark.

OUACHITA, *August* 10, 1820.

Sworn to and subscribed, with her ordinary mark, before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, on this 10th day of August, in the year 1820.

OLIVER J. MORGAN,
Parish Judge.

Deposition of Mr. Charles Betin.

Question put by Mr. John F. Girod, for himself and as attorney for John Bres, John Lauderneau, Celestin Lauderneau, the heirs of Hypolite Lauderneau, Bastien Olivo, Bennet Ballew, John F. Faulk, and John Etié.

Question. Did you not come to Ouachita in the year 1795, with the Marquis of Maison Rouge?

Answer. Yes.

Question. Do you know where are the lands which the said [Marquis of Maison Rouge] has selected, agreeably to his contract with the Spanish Government?

Answer. He has often told me that they were situated from the bayou La Loutre, running up, and has sometimes taken me to see them.

Question. Do you know if the Marquis of Maison Rouge has ever, during his lifetime, laid any claims on the lands below Point Laine, on both banks of the river, and designated by Nos. 1 and 2 of this plan, which, with Nos. 3 and 4, are now claimed by Daniel W. Coxe and Henry Turner, as holding under the said Maison Rouge?

Answer. He has not; on the contrary, he has told me many a time that he would not have any land about the post, in order to have all his settlers by themselves.

Question. Do you know how many families Mr. Maison Rouge brought to this country under his contract, and if he has built any mills?

Answer. He brought but two families and some single men, in all about fifteen persons: as for mills, I never knew of his having built any, except a horse mill for the use of his plantation.

BETIN.

OUACHITA, *August* 10, 1820.

Sworn to and subscribed before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, this 10th day of August, in the year 1820.

OLIVER J. MORGAN,
Parish Judge.

...n of Alexander Breard.

Questions p... F. Girod, for himself and as attorney for John Bres, Joh... erneau, Celestin Lauderneau, the heirs of Hypolite Lauderneau, Bastien Olivo, Bennet Ballew, John F. Faulk, and John Etié.

Question. Did not Don Vincente Fernandez Fejeiro, in the year 1802, when commandant of this post, grant to you a tract of land of 25 arpens front by 40 in depth, above Prairie du Lait, on the east side of the river?

Answer. He told me to take 25 arpens by 40 in depth, in the said place.

Question. Why did you not take possession of said land?

Answer. Because, before I had taken possession of said tract, the said Don Vincente Fernandez Fejeiro located for himself a tract of two leagues in front, which covered mine.

Question. Do you know what the said Don Vincente Fernandez Fejeiro has done with this said tract?

Answer. The said Don Vincente Fernandez Fejeiro, having been at New Orleans at the change of Government, told this deponent at his return that he did not wish to own land under a foreign Government; that for that reason he had given it up to Mr. Bouligny, the heir of Maison Rouge.

Question. Did you come to this country under a contract of the Marquis of Maison Rouge?

Answer. No; I came under the contract of the Baron of Bastrop.

Question. Did you ever hear, before the change of government, that the Marquis of Maison Rouge had obtained the grant of the lands situated from below Point Laine as far as below Prairie du Lait, on this side of the river, and on the other side from five acres below bayou Chiniere au Fondre to bayou Calumet?

Answer. It was not until towards the end of 1802, at the time Mr. McLaughlin surveyed some land there for said Maison Rouge.

A. BREARD.

OUACHITA, *August* 1, 1820.

Sworn to and subscribed before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, on this 10th day of August, 1820.

OLIVER J. MORGAN,
Parish Judge.

Deposition of James McLaughlin, esq., for many years surveyor of this post under the Spanish Government.

Questions put by Mr. John F. Girod, for himself and as attorney for John Bres, John Lauderneau, Celestin Lauderneau, for the heirs of Hypolite Lauderneau, deceased, Bastien Olivo, Bennet Ballew, John F. Faulk, and John Etié:

Question. Mr. McLaughlin, when did you become an inhabitant of this parish?

Answer. I landed at Fort Miro 17th October, 1793.

Question. Do you know in what year Mr. Maison Rouge came here, and where he established himself?

Answer. He came here, as I believe, in June, 1798, and settled shortly after on a small piece of land which he bought from a certain Joseph Coupelle, about four miles below the entrance of bayou Barthelemy, and about two and a half miles from my house.

Question. When did you receive your commission as surveyor of this parish, and was any other appointed before you?

Answer. I received my commission from the surveyor general, Don Carlos Trudeau, the 18th January, 1799; there never was any other appointment by the Spanish Government, either before or after me.

Question. Have you any knowledge whether Baron de Carondelet, governor general of this province, or Don Carlos Trudeau, surveyor general, surveyed, or had surveyed, in 1797, the four par-

cels of land designated in the plat by numbers 1, 2, 3, 4, and containing, as is said, thirty leagues, which Messrs. Daniel W. Coxe and Henry Turner claim under a title from the Marquis de Maison Rouge? (Red House.)

Answer. I have no knowledge that Baron de Carondelet made such grant. As to the survey said to be made in 1797 by Don Carlos Trudeau, I do certainly know that no survey of that date, nor indeed of any other, ever was made here by Mr. Trudeau, because he never was here in his life, and he never had any other deputy here but me.

Question. Have you any knowledge that such concession ever was made to the Marquis by the governor general?

Answer. After Mr. Maison Rouge's return from New Orleans, in 1797, as I was his near neighbor, and we were on social terms together, he frequently boasted to me that the Baron de Carondelet had granted to him thirty leagues of land, and often showed me an imaginary plat made by the surveyor general, which embraced No. 3 of the present plat, and two leagues square on the west side of Ouachita, or four superficial leagues, beginning at the mouth of bayou La Loutre, and running up the river for quantity.

Question. Do you know if the Marquis, in his lifetime, claimed or had any pretensions to the lands from a place on the east side of Ouachita, called Point Lenis, (or Leonard point,) to the lower end of Prairie du Lait, and on the western side of the same, from about five arpens below the entrance of the bayou Chinière au Fondre to the bayou Calumet?

Answer. I never knew, nor did I, in the lifetime of the Marquis, ever hear of such a claim; and, from the plat that I have mentioned, which the marquis showed me, I am very certain he never thought of such a claim.

Question. In your surveys, made for different persons, in various parts of the land alluded to in the preceding question, did you, in the plats which you made for those persons, where there were no settlements adjoining, designate or mark the side lines by the term of "vacant land" or "King's land," or did you designate and mark them by "lands of Maison Rouge?"

Answer. All the surveys I ever made on the east side of the Ouachita, below the post, were made long before any part of Maison Rouge's claim was ever thought of being located there by any one; of course, I marked all the side lines of my plats, where there were lands vacant, by this term, "Terre du Roi," or King's land. I certainly never thought at that time of any claim of Mr. Maison Rouge in that quarter.

Question. Please to state, if you know, where the land did lie that the Marquis pretended to claim in Ouachita.

Answer. The land which the Marquis pretended to claim lay, as I have already stated in my answer to this question No. 5, in No. 3 of the present plat, and two leagues square, above the mouth of

the bayou La Loutre according to the imaginary plat that Don Carlos Trudeau made for him in New Orleans in 1797, from rude sketches drawn by himself. This plat, as I observed before, he often showed me, when he would threaten, with a great deal of ostentation, to deprive Mr. Morrison's family of 2,000 arpens of land at the mouth of the bayou Barthelemy, granted to their father by Governor Miro, in June, 1790.

Question. Do you know if those nine letters addressed to the old commander (Mr. John Filhiol) by Baron de Carondelet are the writing and signature of the Baron?

Answer. They are the Baron's handwriting and signature.

Question. Those letters (Nos. 1 and 2) addressed likewise to the same officer: do you know them to be the handwriting and signature of the Marquis de Maison Rouge, as well as those words: "*Ouachita, bayou de Siard, bayou Barthelemy, La Loutre, assemine concession de M. de Maison Rouge, concession de Bastrop,*" written on this rude sketch here before you? Do you believe this, also, to be Mr. Maison Rouge's?

Answer. Those two letters are certainly Mr. Maison Rouge's handwriting and signature; so are the words "*Ouachita, bayou de Siard,*" &c., in inverted commas, and underscored. The rough sketch appears to agree, in some measure, with my statement in answer 5.

Question. Have you any knowledge how many white persons, emigrants from Europe, came to Ouachita under the sanction of the contract entered into, March, 1795, between the Spanish government and Mr. Maison Rouge?

Answer. I cannot state with precision how many received the king's bounty of $100, but I can and do assert not one person or family have to this day settled on any part of the land claimed by him or his representatives, with the exception of two single gentlemen who came from St. Domingo, to whom he gave, each one, a tract of land in No. 3 of the last plat; nor did he ever lay off, or cause to be laid off, any tracts of land for that purpose, unless it was three tracts of six arpens front each, on the west side of Ouachita, above the bayou La Loutre, and two of the same size on the bayou de Siard, which he sold or gave to some old hunters here.

Question. Did the Marquis de Maison Rouge erect any mills in this parish? in what place, and how many?

Answer. The Marquis de Maison Rouge lived here, and, as I believe, died extremely poor. He never built a mill in Ouachita, nor had he the means wherewith to build one; he was much embarrassed in his pecuniary affairs. He built a small thing, that was wrought by one horse, for the purpose of grinding his own corn, when he had any; it could not have cost one hundred dollars.

Question. Did you, in September or October, 1802, survey for the then commanding officer, Don Vincente Fernandez Fejeiro, a certain tract of land in or near the Prairie du Lait?

Answer. I surveyed for the commander, Don Vincente Fernandez Fejeiro, in September, 1802, one league square of land, beginning at the lower end of the Prairie du Lait, and running up the river for front. This land I surveyed for him by his own order. Alexander Breaid, esq., was appointed syndic, to superintend the survey.

Question. Did not this gentleman give you orders, at the same time you made that survey for him, to lay off for Alexander Breard, esq., 25 arpens front, or 1,000 arpens superficial? and if so, where did he direct you to lay it off?

Answer. He gave me orders to survey for Mr. Breard the above mentioned quantity. Mr. Breard chose a place immediately above that which I had surveyed for the commanding officer; when he came upon the ground, Mr. Breard declined having it surveyed.

Question. In December, 1802, or January, 1803, when you made a certain survey, did you survey any more than the point along the river, beginning at or near the place called Point Leni, and proceeding below the Prairie du Lait, on the east side of Ouachita?

Answer. The last of December, 1802, and January, 1803, when I made the survey alluded to, I did nothing more than run the point line on the east bank of Ouachita, beginning about 25 arpens below what was called Badin's corner, on the river, now John F. Girod's, and going to a place called the bayou Calumet, (Pipe,) where I marked a corner on each side of the river; when I returned, I measured and surveyed the bayou de Siard, and made a connected plat of the whole at the commander's house, in February, from a point about half a league above the entrance of the bayou Barthelemy to the bayou Calumet; this plat I gave the commander, and he sent it to the surveyor general, from which the plat dated 14th June, 1797, is copied, with some few alterations.

Question. By whose order, and for whom did you make this survey at that time? Will you be good enough to state the circumstances as fully as you recollect?

Answer. Some time in the fall of 1802, Mr. Louis Bouligny came to Ouachita. After his arrival, the commander frequently asked me concerning the quality of the land about where I lived, and of that on the west side of the river, as well as how much of land I believed to be in the plat which I have already mentioned Mr. Maison Rouge having shown me. I told him as near as I could. He also frequently mentioned to me that Mr. Louis Bouligny had come to Ouachita for the purpose of having the grant of Maison Rouge (whose heir he was) surveyed, and that he (Fejeiro) was appointed by the surveyor general to perform this operation. In conversation on this subject, he (the commander) frequently asked me my opinion of the lands below Fort Miro. Finally, about the beginning of December, he told me that they (meaning Mr. Bouligny and himself, I suppose) concluded to take all the vacant lands below the post, on both sides of the river, and proposed to me

to do the field work; this I agreed to do. He went with me a part of the way to superintend the work, as commander, but the weather becoming very severe, he left me, with directions to go on as far as I thought proper, or to the interest of the survey. When I was making out a plat of the river, and calculating the distances, &c., he directed me to include the league which I surveyed for him September before, in the one I was then making. He would not permit my handwriting to appear, not even in the names of the river and bayous. So far as I was concerned, the commander was the sole actor. I do not recollect ever speaking with Mr. Bouligny on the subject.

Question. Did not this same commanding officer, Don Vincente Fernandez Fejeiro, some time in the spring of 1804, by his own *absolute will*, make, or cause to be made, a number of false sales and transfers of lands to different inhabitants here by others, which were not asked from, nor ever granted by, the Spanish government?

Answer. Some few days before the American officer, who was appointed to take possession or command here arrived, this Don Vincente F. Fejeiro called together, from all parts of the district, a number of the oldest and most respectable inhabitants, and persuaded them to make these abominable sales and transfers to each other; however, with one exception, not a single one has attempted to make any use of them, but appear to scorn and detest the vile intriguing spirit of him who seduced them.

JAMES McLAUGHLIN.

OUACHITA, MONROE, *August* 10, 1820.

STATE OF LOUISIANA, *parish of Ouachita, ss:*

Before me, Oliver J. Morgan, parish judge in and for the parish and State aforesaid, personally appeared James McLaughlin, esq., who, being duly sworn, declared the answers by him made to the questions set forth in the foregoing depositions to be true, to the best of his knowledge, and who has thereto subscribed his name, in my presence.

In witness whereof, I have hereto signed my name, this 10th day of August, 1820.

OLIVER J. MORGAN,
Parish Judge.

Certificate.

Depositions of John Filhiol, sen., formerly commandant of the post of Ouachita, James McLaughlin, formerly surveyor of the said post of Ouachita, Michel Pomier, Alexander Breard, Charles Betin, and the widow Bayergeon, taken on this tenth day of August, in the year one thousand eight hundred and twenty, at the courthouse of this parish, before me, Oliver J. Morgan, parish judge in and for the parish of Ouachita, in the State of Louisiana, in pur-

suance of an order issued by the Hon. James Dunlap, judge of the seventh judicial district court for the parish of Ouachita, upon two petitions, one by John F. Girod and one of John Lauderneau, Celestin Lauderneau, Jonathan Morgan, John Bres, Bastien Olivo, Bennet Ballew, John F. Faulk, and John Etié, all inhabitants of this parish; which depositions are to remain *in perpetuam rei memoriam* between the said petitioners and one Daniel W. Coxe, of the city of Philadelphia, and Henry Turner, of the State of Mississippi; which petitions and orders, together with the different depositions and documents produced by the deponents in support and explanation of their depositions, are hereto annexed.

In testimony whereof, I have hereunto signed my name, this 10th day of August, 1820.

OLIVER J. MORGAN,
Parish Judge.

STATE OF LOUISIANA, *parish of Ouachita, ss:*

I, Oliver D. Stillman, deputy clerk of the seventh district court in and for the parish and State aforesaid, do hereby certify the foregoing 54 pages, with the plat annexed, contain a full, complete, and correct transcript and copy of the petitions of John Lauderneau et al. vs. Coxe and Turner, and John F. Girod vs. Coxe and Turner, together with the affidavits thereto annexed; the orders of said court to take the testimony of the witnesses therein named *in perpetuam rei memoriam*, together with the notices, with the returns of the sheriff thereon endorsed, and all the proceedings had in taking the said testimony, including the interrogatories to, and answers of, the witnesses; the documents by them referred to in their depositions, and made part of their answers, as therein set forth; with the certificate of the parish judge who received the said depositions, as the same appear on file in the clerk's office of said court.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, this 24th day of July, A. D. 1841.

O. D. STILLMAN, *Deputy Clerk.*

[Endorsed.]—No. 2.

UNITED STATES CIRCUIT COURT, *Eastern District of Louisiana.*

UNITED STATES, vs. KING. } No. 1070.

Filed July 6, 1843.

H. B. PAGE, *Dep. Clerk.*

(1.)

LAND OFFICE, *Western District Orleans Territory,*
16th October, 1812.

To the honorable Albert Gallatin, Secretary of the Treasury of the United States:

The undersigned, commissioners appointed for the purpose of ascertaining the rights of persons to land within the district and Territory aforesaid, have the honor to report the following list of rejected claims, and beg leave to remark, in explanation of the said report, that the respective classes contemplated by the 8th section of the act of the third of March, 1807, will be designated by the letters A, B, and C, to wit: to the first class, comprising "claims which, in the opinion of the commissioners, ought to be confirmed in conformity with the provisions of the several acts of Congress for ascertaining and adjusting the titles and claims to lands within the Territory of Orleans and Louisiana," the letter A will be affixed.

To the second class, comprising "claims which, though not embraced by the provisions of the said acts, ought nevertheless, in the opinion of the commissioners, to be confirmed in conformity with the laws, usages, and customs of the Spanish Government," the letter B will be affixed.

And to the third class, comprising "claims which neither are embraced by the provisions of the said acts, nor ought, in the opinion of the commissioners, to be confirmed in conformity with the laws, usages, and customs of the Spanish Government," the letter C will be affixed.

In the subsequent list of claims, such as have been entered with deputy registers, will have the letter (D) placed after the number in the column of the register's No. When that letter is omitted, it is to be understood that the claim was entered with the register at the land office in Opelousas. To the list of claims reported for each county, will be subjoined explanatory remarks, with references to the reported numbers, containing the reasons of the commissioners for reporting, and giving a schedule of the title papers that may have been filed in the several claims, and the substance of such oral testimony as may have been taken for or against the claims.

Claims to lands in the county of Concordia.

Reported No.	Register's No.	By whom claimed.	Original proprietor or claimant.	Quantity claimed.	Nature and date of title or claim.	Class.
•	•	•	•	•	•	•	•	•

Signed in duplicates, one whereof to be transmitted to the Commissioner of the General Land Office, in the Treasury Department

of the United States, and the other to be deposited in the register's office for this district.

WM. GARRARD,
LEVIN WAILLS,
GIDEON FRITZ,
Comm'rs.

By order of the board:

LLOYD POSEY, *Clerk.*

(2.)

LAND OFFICE, *Western District, State of Louisiana,*
14th December, 1812.

Extract A. To the honorable Albert Gallatin, Secretary of the Treasury Department, U. States:

The undersigned, commissioners appointed for the purpose of ascertaining the rights of persons to lands within the district aforesaid, have the honor to report, in continuation, the following list of claims to lands within the county of Washita, classing the same agreeably to the order observed in their report made on the 16th of October, 1812, of claims in the county of Concordia, to which they beg leave to refer.

Claims to land in the county of Washita.

	Reported No.	Register's No.	By whom claimed.	Original proprietor or claimant.	Quantity claimed.	Nature and date of title or claim.	Class.
Extract B.	16	11	Louis Bouligny.	Marquis de Maison Rouge.	30 square leagues.	Spanish grant, 20th June, 1797.	B.

Extract C. No. 16. The undersigned commissioners have compared the documents of title filed in this claim, with the translation of them, in pages 67, 68, and 69, of the appendix to the book entitled "Land Laws," &c., and find the said translation to be correct, so far as it goes. The certificate, or process verbal, which the surveyor general has annexed to his plat not appearing in said book, a translation of that document, together with a copy of the plat, is transmitted for the further elucidation of the claim. No oral or other testimony has been adduced before the board to establish the occupancy of any part of these lands, or that there has been a compliance upon the part of the grantee with the conditions stipulated

in the contract, except the certificate under date of the 5th of August, 1803, signed by Gilbert Leonard and Manuel Armirez, to the translation of which in page 69 of the appendix of said book, the commissioners beg leave to refer.

The undersigned have observed a remark in the 25th page of the introductory part of the book entitled "Land Laws," that no patent has issued in the claim under consideration. With great deference for that authority, the undersigned commissioners cannot but be of opinion that the instrument under date of the 20th June, 1797, is a patent, (or what was usually in Louisiana denominated a title in form,) transferring to the Marquis de Maison Rouge the title in as full and ample a manner as lands were usually granted by the Spanish Government, subject, however, to the conditions stipulated in his contract with the Government. The plat of survey above referred to will be found subjoined to this report.

* * * * * * * * *

* * * * * * * * *

Extract D. Signed in duplicates.

WM. GARRARD,
LEVIN WAILES,
GIDEON FRITZ,
Commissioners.

By order of the board:

L. POSEY, *Clerk.*

Translation.

Carlos Trudea, sur. gen'l, &c., certifies to have measured, in favor of Marquis of *Maison Rouge*, the several tracts of land represented in those parts of the plat shaded with vermillion, which may contain thirty superficial leagues, to wit: the tract No. 1, on the right bank of the Washita river, to be taken five arpens below the mouth of the *bayou de la Cheniere au Tondre*, and thence descending to the *bayou Calumet* with a corresponding depth, to complete one hundred and forty thousand superficial arpens: the tract marked No. 2, on the left bank of the same river, commencing two leagues below Fort Miro, and at the point called L'aine, and extending one league below the *Prairie de Lée*, with a corresponding depth to complete seventy thousand superficial arpens: the tract marked No. 3, to be taken in front of the *bayou Louvre*, and thence on a line S. 75° E. to the *bayou de Siar*, which line to the *bayou de Siar*, the *bayou Bartelemy*, and the river Washita, are to include the tract No. 3. Tract No. 4, on the right bank of Washita river, to be taken in front of the entry of bayou Bartelemy, thence descending the river to bayou *La Loutre*, with such depth as that the tracts Nos. 3 and 4 shall include the quantity of eight thousand three hundred and forty-four superficial arpens, which, added to the two first tracts, makes a total superfice of two hundred and eight thousand three hundred and forty-four superficial arpens,

equal to the above said thirty leagues, at the rate of two thousand five hundred toises for the side of a league, the land measure in this province. Being well understood that the land which may be included in the above, either by title in form, or first decrees of concession, are not to be counted in computing in the preceding thirty leagues; on the contrary, the Marquis de Maison Rouge promises to be of no detriment to the settlers occupying previously, any part of the land, but will maintain and support them in their rights, in consideration that if the said thirty leagues shall suffer any diminution on account of previous occupants, the Marquis de Maison Rouge has the right, and there will be no objection to his supplying the deficiency in any other part where the land is vacant: and that it may so appear, I give this by order of the governor general, Baron de Carondelet; all which I do certify.

Signed, CARLOS TRUDEAU & CO.

NEW ORLEANS, 14*th June*, 1797.

The foregoing is the substance of the *proces verbal* (certificate) of the surveyor general, subjoined to the plat (of which that on the other side is a copy) filed in the claim of Louis Bouligny holding under Maison Rouge. Land Office, Opelousas, 15th August, 1812.

S. CHACHERE,

Translator to the Board of Commissioners.

Attest, L. POSEY, *Clerk of the Board.*

[Endorsed]—‡ 8.

U. S. CIRCUIT COURT.

U. STATES vs. KING. } No. 1070.

Filed July 5, 1843.

H. B. PAGE, *Dep. Clerk.*

(4.)

WASHINGTON, 9*th January*, 1826.

DEAR SIR: When I had the pleasure of seeing you at Washington city last August, you requested me to give you all the information I could collect relative to the Bowie claims. I returned home in a miserable state of health, and have not yet recovered. I have examined every paper on record in my office, and have endeavored to get all the information I could elsewhere, but have not been enabled to procure anything satisfactory; on the record of my office there is not one original title paper relating to *them*. I am well aware of the manner they have been proven, and how the title papers were given up; how to remedy the fraud now is the question. The United States have relinquished *their* claim to the land, third persons in several instances have become innocent purchasers in consequence of that relinquishment, and without any participation

in the manner the land was obtained. There are a number of those claims located in this district, and I am informed a great many in the parish of Lafourche, and not one in the name of Bowie. One difficulty may arise hereafter, which ought to be attended to when the patents are issued; they must, I presume, be issued in the names of the persons to whom they were confirmed. They may produce conveyances, will they be genuine? must they not be conformable to the laws and usages of Louisiana? For my own part, I would not give up the patent to any one who might apply for it, without your orders to do so; and where the *legal* representatives of Vaca Leano Gonzales, De Sauto and fifty others are to come from, is more than I can tell, but I presume efforts will be made to find substitutes for them.

Should I be able to procure any information worth communicating, I will do so by the earliest opportunity, if you may deem it necessary.

I remain, very respectfully,
Your obedient servant,
JNO. HUGHES.

GEO. GRAHAM, esq.
Commissioner of the Genl. Land Office,
Washington City, D. C.

(5.)

OUACHITA, 29*th August*, 1829.

SIR: I address you the present, believing it my duty to inform you of facts which, if overlooked, would be productive of some trouble both to the Genl. Land Office, and this land office. I am very far from presuming to express any opinion on any of the facts; I simply present, as being within my knowledge.

In township No. 15, 16, 17, range No. 3 and 4, east, is contained a large portion of Maison Rouge's grant, not yet acted on by Congress. Some of that land will sell, although the purchasers will know that they purchase law suit with the land they buy. It may, however, have the effect of bringing of that grant before a court of justice, and a speedy decision thereon has been, and is now, anxiously wished for by this section of Louisiana.

In township 17, R. 3 E. and the adjacent one, I see 2 tracts marked Bry and Girod, No. 53 and 54. This is a mistake. These tracts are pretended to be for so much of a grant to J. Filhiol, by the S. government, as was confirmed by the board of commissioners at Opelousas, in 1806 or 1807.

Mr. N. Girod, of New Orleans, purchased that grant from the executors of Dl. Clark—he offered me $\frac{1}{3}$ for $\$6{,}666\frac{2}{3}$. I bought in J 1821. I presented a petition to the Senate of the United States for confirmation of the whole grant; a resolution passed by that honorable body, authorizing the Secretary of the Treasury to order a survey of the grant, that its precise area may be ascertained.

It was done in 1822, according to the instructions of the Secretary of the Treasury, and the directions of Mr. Wails, then Su'r. Genl. State of Tennessee; he neglected returning the plat which contained 31,123,$\frac{38}{100}$ acres, as the true area of the grant in T. 17, range 1, 2 and 3, east. As soon as Mr. Davis replaced him, he sent the plat to Washington. It appears that an acceptance on the part of the rep's of J. Filhiol, of the survey as returned, was necessary to get a bill passed confirming the grant. I gave mine, Mr. Girod would not, as it appeared that the survey under the authority of the U. S. contained about 16,500 acres less than the figurative one made by Laveau Trudeau under the Spanish government—such is the situation of that grant at present.

In the same township No. 17, R. 3 E., and the one adjacent, is a tract marked to G. Filhiol and F. S. Macfarland, (No. 51,) for which there can be no valid title. I never heard (since 1803,) of any person pretending any claim to it except Maison Rouge, it is the beginning of that grant—my seeing it on the map is my first information. In the same township and range, is a tract (Frac. sect. No. 2,) which has been cultivated by the present owner since I *am* at Ouachita. This however may not be a mistake, the owner might have neglected securing his right in time—he can hold it by preference right.

In township No. 13, R. 3 E., is a small tract wrongly placed, (fract'l sec. No. 23,) instead of being between Baron de Bastrop, Lauderneau, it ought to be laid between Lauderneau and A. Breau, it would contain much more than 48 $\frac{59}{100}$ as marked on the map if laid right. That tract belongs to Mr. Edward Livingston, who purchased it by Mr. Chase, his agent, in 1804, at sheriff's sale, the first made here under the American government.

In township 18, R. 4 east, I observe a tract marked H. Bry, No. 6, containing 218 $\frac{17}{100}$ acres. I dont know what claim I can have to that tract, unless it is in lieu of one which I ought to have had on the same bayou (Siard) opposite to one of mine of 199 $\frac{38}{100}$. I asked the deputy surveyor how he had found out that I was the owner of that tract, he answered me, "by a law of Congress." You have no doubt in your office means to ascertain how it is, and if nothing gives me right to it, it might be better to order that tract for sale, as I shall not take possession of what I cannot consider legally mine.

About 13 years ago, I purchased a preference right situated in T. 17, R. 3 east, being a part of frac'l sec't No. 13, the greatest proportion being cypress swamp, the timber of which I wanted to improve my farm. The register and receiver have both to decide as to such rights. I cannot decide in my own case. Please to inform me to act; should your answer come too late, I enter it and return it if not correct, although I should not like to lose what I justly paid a valuable consideration for.

I have thus communicated what I feel I ought to state to you. If I am mistaken—if I go beyond the limits of what may be said to belong to my office, it is an easy matter for you to throw this letter among waste paper as null and void.

I remain with great regard, sir,
Your obedient servant,
H. BRY, *Rec'r.*

Hon. G. GRAHAM,
Commissioner of the General Land Office, Washington.

(6.)

RECEIVER'S OFFICE, AT OUACHITA,
31*st October*, 1829.

SIR: I have the honor to inclose with the present my monthly return of receipts given in the month of October, and a duplicate of my return to the Secretary of the Treasury for the same time.

Your esteemed favor of 2d inst., reached my hands on the 29th, and am satisfied to see that I had acted correctly in refusing the entry of any preference right in lands situated in Maison Rouge's grant, most against the wishes of the claimants.

It will be in my power to comply with your wish as to marking on the maps the portion therein contained making part of that grant; as I have in my possession a copy of the field notes of Maison Rouge's survey, made by John Dinsmore 9 or 10 years ago for the present owners of that claim. Should I have sufficient leisure, I shall try to send you a copy on a smaller scale of the limits of that grant, as they will be marked on the township maps, believing that it may be agreeable to you to see what has been done in this land office, and compare it with the plats in your office.

I remain, with great regard, sir,
Your obedient servant,
H. BRY, *Receiver.*

(7)

RECEIVER'S OFFICE AT OUACHITA, 8*th November*, 1829.

SIR: Agreeably to my promise, as expressed in my last letter of 31st October, I have succeeded in marking, as accurately as the means in my power could allow, the parts of the townships to be offered for sale, which were included in Bastrop's and Maison Rouge's grants, and which will not be offered for sale. As to Bastrop's, the quantity being but small and easily ascertained, (bayou de Siard being the boundaries of that grant on that, the south-westernmost, side) it will be sufficient for a perfect understanding to have a statement of the sections and part of sections therein contained, without going to the trouble of making a map. They are as follows, to wit:

In township No. 18, range 4 east, what follows is within Bastrop's grant sect.

Sections No. 1, 2 and 12, containing - - acres	1834	65
Fractional quarters and ½ quarters, No. 1, 2, 3 and 6, of section 11, - - - - - - - - - - -	397	69
Fractional quarter No. 1, of section 10, - - - - -	10	60
Fractional quarter and half ¼'s No. 1, 2, 3, 4, 5 and 7, of section 3, - - - - - - - - - - -	465	04
Fractional quarters and half ¼ No. 1, 2 and 7, of section 4,	234	84
Total amount of lands of Bastrop's grant in said township, - - - - - - - - - acres	2942	82

There is none in any other of the townships to be offered for sale belonging to that grant. As to Maison Rouge's, the case is different; the quantity of land belonging to that grant, and included in the President's proclamation, is great, and my mode of marking its limits on the township maps, (simply with a pencil,) could not well be understood without a plat of that grant, wherein the connexion with the townships are designated. The land there is also more valuable, and would obtain a ready sale did it belong to the United States.

From the plat here enclosed, which has required several days of close application, you will observe that the following tracts are excluded from sale, to wit:

	Acres.	100ths.
Township No. 16, R. 3 East—the whole, - -	20,044	90
Township No. 15, R. 3 East—the whole, - -	21,023	89
In township No. 17, R. 4 E—what follows:		
Sections No. 17, 18, 19, 20, 24, 25, 29, 30, 31, 32, containing - - - - - - - - -	6,156	90
In township No. 17, R. 3 East, fractional sections, No. part of 13, 24, 25, 35, 36, containing - -	1,393	83
In township No. 16, Range 4 East, sections No. 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, containing - - - - - - - -	10,659	59
In township No. 15, Range 4 East, sections No. 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 29, 30, 31, 32, containing - - - - - -	11,969	98
Total of M. Rouge's grant in the township, - Acres	71,249	09

In township No. 17, R. 3, you will perceive that I have laid down a tract of 338 acres omitted by the surveyor, although I handed, myself, to the deputy surveyor, the certificate of the Cr., at Opelousas. It covers part of the pretended survey of one league square, No. 54, which survey you will perceive has been laid by the same person, nearly one half on Maison Rouge's grant. It cannot stand as it is.

Please to observe, that when the lines of the grant cut a section, I have marked the whole of that section as being excluded from the sale; for, not being provided with suitable instruments, I could not pretend to absolute accuracy; but I believe that my plat is suffi-

ciently correct to answer your wishes, and if it is such as to facilitate your understanding of the whole, it is all I can expect. You will soon discover that without my being able to draw it, I could not have marked the lines of the grant on the maps with any thing like correctness.

In observing the township maps with close attention, as I was obliged to do, I see that I made, myself, a mistake, in my application for the preference right I entered in my own name, as Rep'se of Poisso. Having given sufficient evidence to the register, I applied for fractional ¼s No. 2 and 3 of section No. 13, township 17, R. 3 E., containing 149.56; my receipt, No. 128, dated 29th October, 1829, expresses the same. It ought to have been fractional ¼, No. 2, of section 13, and fractional ¼, No. 3, of section 14, containing $149\frac{56}{100}$.

The error is only in one of the fractional ¼s, being in section 14; it was caused by the section line being very short between the two, and pale; the line dividing section 14 in two, being marked much deeper, contrary to the common mode. As you have the map of that township, you will see at once that I could not apply for fractional ¼ No. 3 in section 13th, because it [is] on the other side of the river, and enclosed in Maison Rouge's grant, and containing but $51\frac{17}{100}$ acres.

I shall, however, wait for your instructions as to the propriety of correcting that error here, and send to you another receipt expressing the tract intended to be applied for. I probably would not have discovered the error, had I not been obliged to apply the divider and protractor to every part of that township's map.

I remain, very respectfully, sir, your obedient servant,

H. BRY, *Rec'r.*

Hon. GEO. GRAHAM,
Commissioner of the General Land Office, Washington City.

(No. 9.)

RECEIVER'S OFFICE AT OUACHITA, 28*th August*, 1830.

SIR: Having carefully examined the maps of townships received by the register two weeks ago, I have ascertained that the lands to be offered for sale on the 3d Monday of November next, at this land office, includes the following tracts, situated within the boundaries of Maison Rouge's and Bastrop's grant, to wit:

	Acres.	100ths
Township No. 13, Range No. 4 E—the whole,	19,509	67
Township No. 14, R. No. 3 East—the whole,	20,377	35

N. B. Section No. 31, in that township, appears to be out of the grant of Maison Rouge, but [I] did not think to except it, as a small variation in the survey might include part of it.

In township No. 14, R. 4 E., the following sections, to wit: No. 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, containing - - - - - - - - -	13,161	94

In township No. 13, R. No. 3 E., the following sections, to wit: No. 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 34, 35 and 36, containing	15,227	38
In township No. 19, R. 4 East, the following sections, to wit: No. 3, 4, 5, 6, 7, 8, and part of No. 9, containing	2,603	00
In township No. 20, R. 3 East, (according to Trudeau's plat,) the following sections, to wit: No. 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 35 and 36, containing	6,535	66
Total of Maison Rouge's grant, included in the President's proclamation,	77,415	00

In township No. 19, R. N. 4 East, the following sections are part of Bastrop's grant, to wit: No. 1, 2, part of No. 3, No. 10, 11, 12, 13, 14, 15, part of No. 16, of No. 21, No. 22, 23, 24, 25, 26, part of No. 27, of No. 33, No. 34, 35 and 36, containing $11,183\frac{86}{100}$

I beg leave to observe that I have some doubts as to the $6,535\frac{66}{100}$ acres of M. Rouge's grant in township No. 20, R. 3 East, according to Trudeau's plat, (the original one annexed to the title papers of the grant.) When J. Dinsmore surveyed the grant in 1820, for and at the request and costs of the owners, he did not include that part. Do they consider it as not belonging to their grant? In their petition to Congress have they annexed Trudeau's or Dinsmore's plat? A decision as to the validity of those claims will probably, sooner or late, be given by the federal courts, and if given according to the first original survey, those $6,535\frac{66}{100}$ acres will make a part of Maison Rouge's grant. Could I express with propriety my opinion on that subject, I would not hesitate to say that it might be prudent to exclude also that part from the sales. Besides the motives above mentioned, I may add that there are three settlers thereon, or their representatives, under a permission formerly given by Maison Rouge himself—the whole not exceeding 600 acres, the balance could at all events find no bidders, the land not being worth 15 cents an acre.

In my letter of 29th August, 1829, I mentioned that there was an error in the location of frac. section No. 23, township 18, Range 3 East, which, if placed as it ought to be, would contain more lands than expressed in the plat of that township. Mr. Ed. Livingston, who claims that tract, cannot present a petition to Congress for confirmation of his claim without an examination of that survey taking place, and the error (if found to exist) be corrected. Please to excuse my taking the liberty to beg of you the favor (for my worthy friend) to renew the request you made to the surveyor on that subject, as appears from your letter to Mr. Livingston, of 14th October last, and which was not attended to, probably on account of the change of officers in the surveyor's office. I have not corres-

ponded on that subject with Mr. Livingston, since last October, waiting until I could give him positive information.

Permit me to beg your opinion on a matter of small importance, but which may often occur. I always thought that whenever in a survey there was fractional quarters, which is often the case, they could not be subdivided.

Some persons, wanting to purchase only a part of a fractional quarter, demand the division, as they insist that they have a right to purchase *but* half a quarter. My idea would be that, if it can be granted at all, it could be only in cases when, by a line N. and S., a whole half quarter, or 80 acres, could be left either east or west, and the remaining part be a fractional half-quarter, let the quantity be what it may under 80 acres, such as would appear from this diagram, and that it ought not to be divided when the division line N. S., could not leave out one side, a whole half quarter.

[For diagram, see original.]

I would not trouble you with such *minutiæ*, was it not that there will be several such requests, and as there may be a difference of opinion, I should be happy to be enabled to establish a *safe* precedent, with your instructions on that subject.

I remain, with great respect, sir, your obedient servant,

H. BRY, *Rec'r.*

Honorable G. GRAHAM,
Commissioner of the General Land Office, Washington.

(10.)

MAY 11th, 1841.

GENTLEMEN: Your letters of the 1st inst. have been received; in which you represent that, from a statement "of all the lands ever offered at public sale" in your district, prepared by Mr. Friend, a former receiver, you had been induced to believe that "*the whole of township* 19, *R.* 4, *E.*, was offered in November, 1830," and in consequence thereof had then recently permitted G. W. Coply to enter, per certificates 7,142, and 7,143, the lot 3 in sec. 3, and the lot 4 in sec. 4 in that township, which entries you were subsequently advised by R. F. McGuire, agent for D. W. Coxe, were within the limits of the Spanish claim of M. de Maison Rouge.

This township was embraced in the President's proclamation of the 5th of June, 1830, to be offered at a public sale to commence on the third Monday of November following; but, in consequence of a communication from M. Bry, then receiver at Ouachita, dated the 28th of August of that year, representing that some of the lands proposed to be offered under this proclamation, were situated within the limits "of the Maison Rouge and Bastrop's grant," the land officers were instructed on the 9th of October, that, "so far as any of the townships do conflict with either of those claims, the portion of such townships so conflicting is to be withheld from public sale."

The sections 3 and 4 above named are included in the list of tracts then reported by Mr. Bry, as conflicting with the claim of Maison Rouge, and were, no doubt, with others similarly situated, withheld, as directed, from the public sale in November, 1830.

You will be pleased to notify Mr. Copley that these entries are considered illegal, and that you are prepared, in pursuance of instructions to that effect, to refund the purchase money, which the receiver is hereby authorized to do.

For the purpose of putting you in possession of all the information the files of this office afford, with respect to the boundaries of these claims, all of which it will be seen was derived from Mr. Bry, and to guard against the possibility of copies not being left by him, I enclose, herewith, copies of so much of his letters of the 28th August, 7th September, and 8th and 15th November, 1830, with a copy of the diagram therein referred to, as relate to the subject.

I am, very respectfully, your obedient servant,

JAS. WHITCOMB, *Comm'r.*

R. and R., *Ouachita, La.*

(11.)

MAY 24th, 1841.

SIR: Your letter of the 20th inst., to the Secretary of the Treasury, has been referred to this office for reply; wherein it is represented you have been advised that C. H. Dabbs, register of the Ouachita land office, La., "had been detected in fraudulent practices, and acting in collusion with James Killam and G. W. Copley, to enter certain lands formerly belonging to me (you) as part of the grant to the Marquis of Maison Rouge, which tract I (you,) some years since sold to said Killam. But Killam wishing to avoid paying me, (you) concerted with said Dabbs a plan of having said tract (though positively lying within the Maison Rouge grant,) entered as *public land* by said G. W. Copley," and requesting that the transaction may be immediately investigated and corrected.

I enclose herewith copies of letters from the register and receiver of that office, dated respectively on the 1st April, 1841, with copies of the letters therein referred to, that passed between R. F. McGuire, acting as your agent, and the register, dated on the 29th March, by which this office was advised of the entries [No. 7,142 and 7,143,] you complain of, these recently made by G. W. Copley, of two lots in sections 3 and 4, T. 19, R. 4 E., situated within the boundaries of the Spanish claim of Maison Rouge.

In order that you may be fully advised of the action of the office in this case, I enclose you a copy of my letter of the 11th of May to those officers, advising them of the illegality of those entries, and directing that the purchase money of the land so entered be refunded to Mr. Copley.

It is respectfully suggested that you transmit to this office the "proofs" you refer to as going to establish the improper conduct of the register in this transaction, when they will be immediately submitted to the Secretary of the Treasury, for such action thereon as he may deem proper in the premises.

I am, very respectfully, sir, your obedient servant,

JAMES WHITCOMB, *Commissioner.*

DAN'L W. COXE, esq.,
223, *Chesnut street, Philadelphia.*

No. 12.

TREASURY DEPARTMENT, *November* 27, 1841.

SIR: I enclose the opinion of the attorney general on the points submitted to him in Mr. Coxe's case, for your information and direction in the matters to which it refers. The papers in that case are also returned.

I will thank you to return the original opinion, a copy of which will be furnished to your office.

Very respectfully,

W. FORWARD,
Secretary of the Treasury.

E. M. HUNTINGTON, esq.,
Commissioner of General Land Office.

No. 13.

GENERAL LAND OFFICE, *November 30th*, 1841.

SIR: In reference to the claim of Louis Boulingny, under the Marquis de Maison Rouge, No. 16 B, in the report of the 14th December, 1812, of the commissioners for the "western district" of Louisiana, I have to inform you that the Attorney General has decided that the same is embraced by the confirmatory act of the 29th April, 1816, land laws, Clark's comp., page 699, No. 290; and that "the league square is the extent of the satisfaction granted to claimants under the act of 29th April, 1816;" and that he has "no doubt that in all cases, whatever the extent of the claim, this satisfaction may be had under the act; but" that he "also" thinks "that it will be taken, and ought to be so accepted, as in full satisfaction of the claim, be it what it may, so far at least as the land office is concerned."

Pursuant to this decision you are authorized to cause a *proper* survey to be made for the extent confirmed by the aforesaid act of the 29th April, 1816, and make the necessary returns of the same to the district land office and to this office.

I enclose, herewith, a copy of a request of this date from Daniel W. Coxe, esq., of Philadelphia, Pa., now in this city, (who claims to be the present owner of the claim,) touching the survey to which, as at present advised, I perceive no particular objection.

Should, however, any material objection occur to you in regard thereto, you will of course make it known to me.

Mr. Coxe desires that the survey may not be executed until he shall have had an opportunity of communicating with you.

Very respectfully, your obedient servant,

E. M. HUNTINGTON, *Commissioner.*

F. D. NEWCOMB, esq., *Surveyor General,*
Donaldsonville, Louisiana.

No. 14.

To the honorable Mr. Huntington, Commissioner of the General Land Office, U. States.

The undersigned respectfully prays that the survey of the 7,056 arpens contained in the league square confirmed within the Maison Rouge grant, as surveyed by John Dinsmore, esq., deputy surveyor of the United States, under the orders of Major Freeman, surveyor general of the southwestern district, may embrace the following tracts and locations, all on the east side of the river Ouachita, viz:

Lot M. R., 1,300 arpens, as per deed from D. W. Coxe to Solomon W. Downes.

Lot No. 1, 1,894, deed from do. to Jas. H. Brigham and Wm. B. Fort.

Lot No. 7, 2,370, deed from do. to Jno. Tillman Faulk.

Part of lot No. 22, 550, deed from do. to Jas. L. Stokes.

These in plat No. 2.—6,114 arpens, east side of the river.

These two in plat No. 3, on the island. { 600 arpens, deed to Harriet Flower or to Saml. Handy, her husband. / 200 " deed to J. T. Sterling.

East side river, 6,914 arpens.

Part of No. 26, east side, say plat 2. { 142 arpens, balance of the square league. / Part of 483 arpens, contents of No. 26, sold, per deed, to Richd. King and H. M. Hyams.

League square 7.056.

Great public and private benefit would arise from thus confirming the purchases of several influential individuals, though the undersigned, if governed by mere selfish motives, could materially enhance the value of some of his lands, yet *unsold*, by a location of the league square upon them; but he believes a just and liberal policy towards the purchasers, by preferring them to himself, will best promote public and private good, and tend to conciliate them without prejudicing any one. If surveyed in the foregoing manner, nine purchasers, besides probably others under them, will be secured in their improvements, which is in the true spirit and policy of the Government itself; and in regard to any extra expense, beyond the ordinary charge to Government, he binds himself to pay it in this city to the land office, unless paid by the several purchasers aforesaid. As all the deeds refer to Jno. Dinsmore's survey for the boundaries of the land sold, it would consequently be necessary to adhere thereto in the orders given, in order to prevent con-

fusion; mistakes (if any have been committed) of course to be corrected.

In acceding to this application, the commissioner would quiet the minds of the inhabitants generally, and gratify the urgent desire of the State of Louisiana to promote the settlement of those claims, which have so long interfered with the population and improvement of that district of country.

All which is respectfully submitted. D. W. COXE.

WASHINGTON, D. C., *November 29th*, 1841.

Supplementary.

If the above mode of surveying the contents of a league square is deemed objectionable, the subscriber is willing to take the 7,056 arpens, the contents of a league, out of lots M. R. and Nos. 1, 2, 3, and 4, which form a continuous body of land on the east side of the grant, in Jno. Dinsmore's survey of the Maison Rouge grant, which body contains altogether, by computation, 8,686 arpens, plus No. 4 containing 2,360 arpens. That is, he will take the quantity to which he is entitled by the act of 29th April, 1816, in a connected body, but not in a square form.

Respectfully submitted, D. W. COXE.

Patent Certificate No. 650.

LAND OFFICE AT OPELOUSAS, STATE OF LOUISIANA,

16th day of November, 1836.

It is hereby certified, that in pursuance of the act of Congress passed on the 3d day of March, 1807, entitled "an act respecting claims to land in the territories of Orleans and Louisiana," Pierre Moran, of the county of Ouachitta, claiming in his own right, by virtue of his settlement and occupancy, on and about eleven consecutive years previous to the 20th of December, 1803, on the seventh day of August, 1812, filed with the register of the land office for the western district of the (now) State of Louisiana, a certificate of the commissioners appointed for the purpose of ascertaining the rights of persons claiming lands in the said district, No. 2,085, confirming his claim to a certain tract of land containing $1,918\frac{40}{100}$ acres, situated in the county of Ouachitta, on the left bank of the Ouachitta river, to have so much front on the river as will, with the depth of forty arpens, give the above expressed quantity of land, designated as being section No. 55, in township No. 17, of range No. 3 east, as per plat herewith.

Now, therefore, be it known, that on presentation of this certificate to the Commissioner of the General Land Office, Pierre Moran, or his heirs or assigns, shall be entitled to receive a patent for the land above described.

(Duplicate)' JOHN I. TAYLOR,
Register of the Land Office.

[Endorsed.]--Opelousas, patent certificate, No. 650, to Pierre Moran. B. 2085.

[For map, see original.]

Pursuant to an order from the surveyor of the lands of the United States south of the State of Tennessee, and in conformity with a certificate, B, No. 2085, from the board of commissioners of the western district, Orleans Territory, (State of Louisiana,) I have surveyed for Pierre Moran a tract of land on the left bank of the Washita river, in the district north of Red River, being section No. 55, in township No. 17, of Range No. 3 east, of the basis meridian, and bounded as follows: beginning at A, and running thence up the river S. 70 W. 30.00 chains; thence S. 46° W. 35.00 chains. thence S. 68° W. 58.00 chains; thence N. 61° W. 21.65 chains; thence N. 40° W. 26.00 chains; thence N. 31° W. 35.00 chains; thence north 18.70 chains; thence N. 34° W. 54.00 chains; thence N. 51.00 chains; thence N. 22° E. 17.00 chains; thence N. 67° E. 7.00 chains; thence S. 66° E. 5.00 chains; thence south 53.00 chains; thence S. 30° E. 27.50 chains; thence S. 54° E. 7.00 chains; thence east 25.85 chains; thence N. 63° E. 29.00 chains; thence N. 48° E. 47.00 chains; thence N. 85° E. 22.40 chains to B; thence east 26.86 chains to C; thence S. 11° E. 112. 69 chains to the post at A, the place of beginning: containing 1918 acres and 40-hundredths of an acre, and having such shape, form and marks, natural and artificial, as are represented in the above plat and description, the 4th day of January, 1827.

(Signed) W. McFARLAND,
Deputy Surveyor.

Examined and approved,
(Signed) JAS. P. TURNER,
Surveyor of the Public Lands south of the State of Tennessee.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, Dec. 17th, 1836.

I certify the above to be a true copy of the original on file in this office.
H. T. WILLIAMS,
Surveyor General La.

(17.)

Commissioner's certificate—B. No. 2085.

The United States of America, to all to whom these presents shall come, greeting:

Know ye, that Pierre Moran has deposited in the General Land Office a certificate numbered six hundred and fifty, of the register of the land office at Opelousas, in the State of Louisiana, whereby it

appears that, in pursuance of the act of Congress, approved on the third day of March, one thousand eight hundred and seven, entitled "An act respecting claims to land in the territories of Orleans and Louisiana," the said Pierre Moran has been confirmed in his claim (in his own right) to a tract [of] land situated on the left bank of the Ouachita river, containing one thousand nine hundred and eighteen acres, and forty-hundredths of an acre, being section fifty-five in township seventeen, north of range three east, in the district north of Red river, in the State of Louisiana.

There is, therefore, granted by the United States unto the said Pierre Moran, or his legal representatives, and to his or their heirs, the tract of land above described; to have and to hold the said tract of land above described, with the appurtenances, unto the said Pierre Moran, or his legal representatives, and to his or their heirs and assigns forever.

In testimony whereof, I, Martin Van Buren, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. [L. S.]

Given under my hand, at the city of Washington, the first day of August, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States, the sixty-fourth.

By the President: MARTIN VAN BUREN.
By M. VAN BUREN, Jr., *Sec'y.*

Joseph S. Wilson,
Acting Recorder of the Gen. Land Office, ad interim.

(18.)

Treasury Department, *Dec. 22d*, 1841.

Sir: I enclose a communication from the Attorney General, of this date, containing his opinion on the points submitted for his consideration in your letter of the 16th instant.

As it seems to be desired that you should be furnished with the opinion without delay, I enclose the original, and will thank you to return the same, when a copy will be furnished to you instead.

Mr. Coxe's letter to you of the 15th instant, is returned.

Very respectfully,
W. FORWARD,
Sec. of the Treas'y.

E. M. Huntington, esq.,
Commissioner of the General Land Office.

(19.)

General Land Office, *December 23d*, 1841.

Sir: Mr. Daniel W. Coxe having protested against the order to you from this office, under date the 30th ultimo, for the survey of the confirmed portion of the Bouligny claim, under the Marquis

de Maison Rouge, and refused to accept it on account of the qualified terms expressed in that order, I have to inform you that the case has since been submitted, through the Secretary of the Treasury, to the Attorney General, who, in restating his opinion more at length, has explained the matter so as not to preclude Mr. Coxe's application to Congress, or to the courts, for the rest of his demand or claim, whatever it may be, either in law or equity.

Mr. Coxe being now desirous that the survey be made, you will please have it executed as heretofore directed.

He wishes, however, (as you have been advised,) to communicate with you in the first instance.

Very respectfully, your obedient servant,

E. M. HUNTINGTON,
Commissioner.

F. D. NEWCOMB, esq.,
Surveyor General, Donaldsonville, La.

(20.)

Patent certificate—No. 739.

LAND OFFICE AT OPELOUSAS,
State of Louisiana, 6th day of Sept., 1842.

It is hereby certified, that in pursuance of the act of Congress, passed on the 29th day of April, 1816, entitled "An act for the confirmation of certain claims to land in the western district of the State of Louisiana, and in the Territory of Missouri, Louis Boulingny, claiming in the right of the Marquis de Maison Rouge, under a Spanish grant, dated June 20th, 1797, situate in the parish of Caldwell, on the east or left bank of Ouachita river, in descending, is confirmed in his claim to a tract of land situated in the county of Ouachita, numbered 16 B, in the report of the commissioners at Opelousas, dated the 14th December, 1812, designated as sections Nos. 41, 42, and 43, in township No. thirteen north, of range No. four east, and sec. No. 46, in township No. fourteen north, range three east, and sections 44 and 45 in township fourteen, north of range four east, containing 5,942 and $\frac{6}{100}$ acres, as per plat herewith.

Now therefore be it known, that, on presentation of this certificate to the Commissioner of the General Land Office, Louis Boulingny, his heirs or legal representatives, shall be entitled to receive a patent for the land above described.

P. HELVARD,
Register of the Land Office.

LAND OFFICE AT OPELOUSAS,
State of Louisiana, November 3d, 1842.

Notice should not be taken on account of incorrect location of the claim of Antoine Plaide, reported in the name of the heirs of Antoine Plaide, under the No. 65 in the reports of the register and receiver at Opelousas, December 30th, 1815.

P. HELVARD, *Register.*

LAND OFFICE AT OPELOUSAS,
State of Louisiana, November 3d, 1842.

This certificate is corrected in consequence of an error having been made in the confirmatory law, inserting the "29th April, 1829," instead of 29th April, 1816, likewise from not certifying on the face of the certificate the exception to the location of the claim of the heirs of Antoine Plaide, reported under the number sixty-five by the register and receiver at Opelousas, in their reports dated 30th December, 1815.

These corrections have been made in conformity with instructions from the Commissioner of the General Land Office, dated October 13th, 1842.

P. HELVARD, *Register.*

[For map, see original.]

Note.—In order to find the variation of the needle, proper to use, in making this survey, I retraced a portion of the south boundary of the claim, as run by Dinsmore, and found that 7 deg. 45 min. east would fit the line; which variation I used up to the Baillargeon tract, the lines of which, as well as all above it, are run at a variation of 8 deg. 30 min. east.

A. W. WARREN.

Pursuant to an order from the surveyor general of the public lands for the State of Louisiana, dated the 9th of February, 1842, supplementary instructions, dated the 23d of the same month and year, and in conformity with commissioners' report B, No. 16, dated 14th December, 1812, I have surveyed for Daniel W. Coxe a tract of land situated in the parish of Caldwell, State of Louisiana, bounded by the following courses and distances, to wit:

Beginning on the lower line of the survey of the Maison Rouge claim, as surveyed by John Dinsmore, in 1820, at the point A, the old course having caved into the river, set a post, and marked a holly 6 in. dia., bearing S. 24 E. 43 lks.; another holly 6 in. dia., S. 57 W. 61 lks.; thence up the east bank of the Ouachita N. 82 E. 8.00, N. 52 E. 6.00, N. 44 E. 8.00, N. 28 E. 7.50, N. 10 E. 6.00, N. 9 W. 12.00, to the outlet of Round Lake; N. 47½ E. 4.50, N. 13½ E. 15.00, N. 22 E. 9.00, N. 33 E. 10.00, N. 17 E. 10.00, N. 2 E. 5.00, N. 40 W. 5.50, N. 64½ W. 11.00, N. 82½ W. 5,00, S. 65 W. 10.00, S. 6¾ W. 25.00, S. 18 E. 27.00 to the river; N. 50 W. 16.00, N. 32 W. 20.00, N. 41½ W. 5.28, N. 10 W. 28.00, N. 7 E.

40.00, N. 42 E. 10.00, N. 40 E. 5.00, N. 42½ E. 18.00, N. 30 E. 11. 00, N. 7 W. 9.00, N. 76¼ W. 16.43, to the lower front corner of land, confirmed to Joseph Etier; thence north 14 deg. 45 min. E. on the lower side line of said land, 116.36, to the lower back corner; thence S. 54 E. 113.40, in deep overflow, S. 8 deg. 45 min. W. 133.50, all deep overflow, S. 8 E. 99.00, set a post, at B, a red oak 4 feet in dia. N. 4 W. 36 links, red oak 18 in. dia. S. 52 E. 33 links [of] the first, 69 chs. of the last course in deep swamp, the balance brushy gum and oak woods, second rate land; thence W. on the old line of Dinsmore, 22.81, to a large red oak on the bank of the river, marked by Dinsmore; renewed the marks M. R. on the north and south sides; thence N. 29 W. 7.45, N. 47½ W. 14. 50, S. 76 W. 20.00, S. 88 W. 10.00, S. 77 W. 3.50, S. 65¼ W. 11. 50, S. 5.57, to old line again (measured east 10.00, on low overflowed land, to the edge of water, making the distance across the point 46.00) W. 36.00 to the beginning at A; thence for connection across the Etier tract, from the lower front corner, ran N. 82 W. 26.00, S. 69 W. 7.10, S. 58 W. 8.30, S. 73½ W. 19.00, S. 63½ W. 5.50, to upper front corner of said claim; thence S. 63½ W. 11.50, S. 56 W. 21.00, S. 70 W. 5.50, S. 85 W. 9.50, N. 51½ W. 35.50, N. 47 W. 17.00, N. 7.75, N. 71½ E. 9.00, N. 39 E. 13.00, N. 31¾ E. 5.00, N. 55¾ E. 17.50, N. 31¾ E. 10.00, N. 11¼ E. 10.00, N. 73¾ W. 0.52, to the lower front corner of Louis Lemoin; thence N. 38 E. on said Louis Lemoin's lower line 116.36, a pine oak, 4 in. dia. marked 40 A. R. P.; thence S. 4 deg. 45 min. E. 47.04, to upper back corner of Joseph Etier; thence S. 14 deg. 45 min. W. 116. 36 to the river at Etier's upper front corner; then for connection across the Lemoin claim, from the lower front corner, ran N. 35 W. 11.00, N. 75 W. 8.00 to outlet of lake Fer au Cheval, N. 89 W. 3.47, across it, N. 84 W. 6.00, N. 78 W. 7.00, N. 73 W. 5.50, west 7.00, N. 88 W. 9. 50 to the upper front corner; thence N. 70½ W. 13.85, N. 66 W. 16.50, N. 20 W. 15.00, N. 70 E. 26.00, N. 33 E. 22.00, N. 9 W. 10. 50, N. 26 E. 5.50, N. 8 W. 12.50, N. 60 W. 10.00, N. 81½ W. 12. 50, S. 78 W. 17.00, S. 67 W. 20.00, S. 59½ W. 18.00, west 5.50, N. 28 W. 30.50, N. 48½ W. 30.50, to the north boundary of township 13 north, R. 4 E., N. 33 W. 9.50, to west boundary of T. 14 N. R. 4 E. N. 23 W. 27.00, N. 14 W. 14.50, N. 13 E. 18.50, N. 32 E. 17.00, N. 41½ E. 16.50, to the lower front corner of J. B. Baillargeon; thence east 116.36, to the lower back corner of said Baillargeon tract; thence south 22½ W. 15.00, deep overflow 57.52 corner; thence S. 54 E. 25.00, out of swamp into viney gum and oak woods, 103.50, to post on the upper side line of Lemoin; thence S. 38 W. 2.50 to lake Fer au Cheval, 12.50, across it, 50.36, lake again 72.36, across it, 116.36 to the river at Lemoin's upper front corner; then for connection across the claim of J. B. Baillargeon, N. 41½ E. 20.50, N. 28 E. 47.75, to the upper front corner; thence N. 28 E. 34.55, to the upper front corner of the league confirmed by report B. 16, set post at C, whence a red oak, 18 in. dia. S. 5½

E. 56 links, red oak 18 in. dia. N. 50 W. 20 links; thence run east 45.00, swamp 61.50, slue runs south 116.36 corner and high gum ridge at D, very thick briars and vines, set post, a gum 24 in. dia. N. 38 E. 24 links, gum 18 in. dia. S. 35 E. 48 links; thence S. 28 W. 34.55 to the upper back corner of Baillargeon standing in a slue; thence west 116.36 to the upper front corner of Baillargeon on the river, completing the survey of the league. Being section Nos. 41, 42 and 43, in township 13 north of range 4 east. Section No. 46 of township No. 14 north, of range 3 east, and sections Nos. 44 and 45 of township 14 north, of range 4 east, of the basis meridian, and district north of Red river, Louisiana, containing 5,942 acres and 06-hundredths of an acre, equal to $7021\frac{37}{100}$ arpens, and having such form and marks, natural and artificial, as are represented in the above plat and description, the 14th day of March, 1842.

A. W. WARREN, *Deputy Surveyor.*

MICHAEL DEMPSEY and JEAN FILIPE, } *Chainmen.*

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, (La.) April 18th, 1842.

Examined and approved. T. D. NEWCOMB,
Sur. Genl. La.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, (La.) Oct. 24th, 1842.

Notice should not be taken on account of incorrect location of the claim of Antoine Plaide—entered in favor of the heirs of Antoine Plaide, No. 65—Opelousas Reports, Dec. 30th, 1815.

[Endorsed.]—Plat of the claim of Louis Bouligny, under Marquis Maison Rouge.—B. No. 16.

(22.)

The United States of America, to all to whom these presents shall come, greeting:

Know ye, that there has been deposited in the General Land Office a certificate, numbered seven hundred and thirty-nine, of the register of the land office at Opelousas, in the State of Louisiana, whereby it appears that, by the act of Congress, approved on the twenty-ninth day of April, one thousand eight hundred and sixteen, entitled "An act for the confirmation of certain claims to land in the western district of the State of Louisiana, and in the Territory of Missouri," the claim entered in the name of Louis Boulingny, under the Marquis de Maison Rouge, as B, No. 16 in the report dated fourteenth December, one thousand eight hundred and twelve, of the commissioners for the western district of Louisiana, is confirmed, said act providing "that under no one claim shall any person or person be entitled, under this act, to more than the quantity contained in a league square;" which confirmation has

been surveyed and designated as sections forty-one, forty-two, and forty-three, in township thirteen north, of range four east, section forty-six, in township fourteen north, of range three east, and sections forty-four and forty-five, in township fourteen north, of range four east, containing together five thousand nine hundred and forty-two acres and six-hundredths of an acre, in the district north of Red river, in the State of Louisiana.

There is therefore granted, by the United States, unto the said Louis Boulingny, or to his legal representatives, and to his or their heirs, the tracts or sections of land above described in full satisfaction under the aforesaid act of one thousand eight hundred and sixteen, to have and to hold the said tracts or sections of land above described, with the appurtenances, unto the said Louis Boulingny, or to his legal representatives, and to his or their heirs and assigns forever.

In testimony whereof, I, John Tyler, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the twentieth day of December, in the year of our Lord one thousand [L. S.] eight hundred and forty-two, and of the independence of the United States the sixty-seventh.

By the President:

JOHN TYLER,
By R. TYLER, *Secy.*

J. WILLIAMSON, *Recorder of the General Land Office.*
Recorded, vol. C., page 123.

(23.)

GENERAL LAND OFFICE, *December* 23, 1842.

SIR: Herewith, I enclose a copy of a letter to me of the 22d inst., from the Solicitor of the Treasury, and, pursuant to the request therein, you will be pleased to furnish Balie Peyton, esq., U. S. dist. att'y, at New Orleans, "with a plat or description of the land" claimed and occupied as the "Maison Rouge grant"* adversely to the United States.

You are directed to designate, on the plat of the claim, the particular tracts or sections of land located in satisfaction of the confirmation by the act of 29th April, 1816, (Clark's Compilation of Land Laws, page 699,) as represented on the particular plat of survey approved by you on the 18th April last, viz:

Sec. 41, 42, 43, T. 13 N. R. 4 E.
Sec. 46, T. 14 N. R. 3 E. } Containing 5,942 $\frac{06}{100}$ acres,
Sec. 44 & 45, T. 14 N. R. 4 E.

and for which a patent has been issued to Louis Boulingny, (under the Marquis de Maison Rouge,) or to his legal representatives.

* Conformable of course to the Spanish papers.

Herewith I enclose, for your information, a copy of a letter dated 8th Nov., 1829, to this office, from H. Bry, former receiver at Ouachita, with a copy of the plat therein referred to; also an extract of a letter, from same to same, dated 28th August, 1830.

Very respectfully, your obedient servant,

THO. H. BLAKE, *Commissioner.*

F. D. NEWCOMB, esq.,
Surveyor General, Donaldsonville, Louisiana.

GENERAL LAND OFFICE.

I, Thomas H. Blake, commissioner of the General Land Office, do hereby certify that the foregoing, numbered from 1 to 23, inclusive, and being on pages 1 to 42, inclusive, contain true copies and extracts of documents on file or of record in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the said office to be affixed, at the city of Washington, this twelfth day of May, 1843.

[L. S.]

THO. H. BLAKE, *Commissioner.*

CIRCUIT COURT OF THE UNITED STATES:

UNITED STATES,
vs.
RICHARD KING, DANIEL W. COXE. } Called in warranty.

This suit has been instituted by the plaintiffs to recover from the defendant a tract consisting of arpens, and situated in the parish of Caldwell, in this State. The defendant admits that he is in possession of the land claimed in the petition, and alleges that the title under which the same is held was derived, by regular transfer, from D. W. Coxe, whom he cites in warranty to defend the title so acquired.

The warrantor responds to the call made by the defendant, and alleges that he has sold the tract of land described in the petition of the plaintiffs to the defendants, with a limited warranty, as appeared by the deed of sale referred to in the answer of the said defendant.

He further alleges that he had, at the time of his sale to the defendant, and that the said defendant now has, a good and valid title to the said tract of land, the same being a part of a grant of land made on the 20th of June, 1797, by the Baron de Carondelet, then the Spanish governor of the province of Louisiana, to the Marquis de Maison Rouge, the ownership whereof was subsequently acquired by the warrantor and Henry Turner; that a partition in kind took place between the warrantor and said Turner, by which the said tract of land fell to the share of the respondent in warranty.

He further avers, that he has heretofore sold a considerable portion of the said Maison Rouge grant, and still owns, and is in possession of, a great portion thereof; and that his title to the por-

tion of the same so sold, or still owned and possessed by him, was acquired in the manner following, to wit:

That, on the 17th of March, 1795, the Baron de Carondelet, then the military and civil governor of the province of Louisiana and West Florida, Don Francis Rendon, the intendant of the army, and deputy superintendant of the royal domain in said province, and Don Joseph de Orue, principal accountant of the royal treasury of said province, and performing the duties of fiscal of the royal treasury, entered into a contract with the Marquis de Maison Rouge, a French emigrant, who proposed to them to bring into the said province thirty emigrant families, for the purpose of forming an establishment upon the lands lying on the Washita river; that by this contract, they bound the royal treasury to defray the expenses of the transportation of said families; to pay them, besides, from one to four hundred dollars per family, and to grant to them tracts of land, in the proportion specified in said contract; that said contract was approved by the king of Spain on the 14th of July, 1795.

That in the beginning of June, 1797, the said Marquis de Maison Rouge had nearly completed the establishment of said thirty families; that never having received any personal advantage from said establishment, nor any reward from the government for his exertions and expenses in making the same, and wishing to make an establishment for his own account and benefit, he applied to the said Governor Carondelet for a grant of land; that thereupon the said governor directed Don Carlos Trudeau, the royal surveyor of the province of Louisiana, to select for the Marquis de Maison Rouge, and to make a plan of thirty square leagues of land, lying on the waters of the Washita, and supposed to be vacant; that said Carlos Trudeau made the selection and plan as required, on the 14th of June, 1797, and annexed to the same a certificate, setting forth that the four tracts of land therein represented, may contain thirty superficial leagues, at the rate of 2500 toises for each side of a square league, equal to 208,344 superficial arpens; that each of the said four tracts is described by natural boundaries or courses, and distances, which are clearly shown on said plan, and explained in said certificate; that it is well understood that any portion of land included in said four tracts, and which are possessed by other persons in virtue of complete titles, called titles in form, or by incomplete titles, called first decrees of concession, shall not be counted in computing the said thirty leagues; that, on the contrary, the said Marquis de Maison Rouge has promised not to do any thing to the prejudice of these possessors, but to maintain and support them in their rights; and that if, on account of such previous occupants, the said thirty leagues shall suffer any diminution, the said Marquis de Maison Rouge shall have the right of supplying the deficiency from other vacant lands.

That the said surveyor general reported said plan and certificate to the governor, who thereupon, and with express reference to said

plan, made on the 20th of June, 1797, to the said Marquis de Maison Rouge, a complete grant of the thirty square leagues of land, designated in said plan, which grant being rendered from the Spanish into the English language, is in the words following:*

The respondent in warranty further avers, that it appears from the premises that said grant was made in consideration that the establishment which the said Maison Rouge had been authorized to make by the said contract of July 14th, 1795, was nearly completed, and as a reward for the service thereby rendered by the said Maison Rouge to the government; that it was intended thereby to prevent all conflicts with new colonists, that the only terms and conditions stipulated and contracted for by the said Maison Rouge, were those mentioned in said certificate of Carlos Trudeau, viz., not to interfere with older settlers, under titles, but to take the complement of the thirty leagues elsewhere; and also that the said Maison Rouge was not to establish any Americans on the lands included in his aforesaid grant; and that the said grant was absolute and indefeasible.

He further shows, that from the premises it appears, that by and from the date of said grant of June 20th, 1797, the lands therein granted ceased to be a part of the royal domain, and became the private and indefeasible property of said Mason Rouge, and that the United States of America acquired no title or right of ownership to the same by the treaty of cession.

He further shows, that the said Marquis de Maison Rouge executed a nuncupative testament by public act of the 26th of August, 1799, before Peter Pedesclaux, then a notary public at New Orleans; and that, shortly afterwards, he departed this life. That by said testament he nominated Louis Bouligny his universal legatee, whereby the said Louis Bouligny became the owner of the land granted to Maison Rouge, as aforesaid. That said will having been duly ordered to be executed by the competent authority, and said Louis Bouligny having taken possession of the estate of said Maison Rouge, he conveyed his entire interest in the aforesaid grant to Daniel Clark by acts of sale of the 16th of July, 1803, 1st of June, 1804, and 12th of January, 1812; and that by acts of sale of the 25th of February, 1811, and 19th of May, 1812, the said Daniel Clarke conveyed the undivided half of said grant to Wade Hampton. That the said Daniel Clarke departed this life at New Orleans on the —— day of August, 1813, leaving a will, by which he instituted his mother, Mary Clark, his universal heir and legatee, and appointed Beverly Chew and Richard Relf his executors. That said will having been ordered to be executed by the court of probates of the parish of Orleans, the said Chew and Relf, as executors aforesaid, and also attorneys in fact of Mary Clark, sold to Henry Turner, by deed of sale, of the 26th of January, 1814, one undivided fourth part of said grant, the estate of Daniel Clarke, thus still retaining one undivided fourth thereof. That by an act

* 2 White's new recopilacion, 410.

of sale of April 22*th*, 1817, the said Wade Hampton sold to Chew & Relf, individually, and also as executors of Daniel Clarke, one undivided fourth part of said grant, the said Hampton thus still retaining one fourth. That by an act of sale of March 2d, 1819, the said Wade Hampton sold to respondent his remaining undivided fourth part of said grant; and that by another act of the same date, the said Chew & Relf, as executors of Daniel Clark, and also as attorneys in fact of Mary Clark, Daniel Clarke's universal legatee, sold to the respondent one undivided half of said grant, being composed of the undivided fourth, which by the aforesaid act of April 22d, 1817, they had acquired from Wade Hampton, and of one fourth which was the property of said Daniel Clarke at the time of his death.

And the respondent shows further, that by the aforesaid acts he became the joint proprietor, with said Henry Turner, of the entire Maison Rouge grant, to wit, the respondent in the proportion of three fourths, and the said Henry Turner in the proportion of one fourth; and that by an act of March 27th, 1820, the respondent and said Turner made a partition in kind of the land embraced in said grant.

The respondent further shows, that by order of Thomas Freeman, late surveyor general of the United States south of Tennessee river, John Dinsmore, a deputy surveyor of the United States, made, the 27th of March, 1820, actual survey of the Maison Rouge grant, in which he closely followed the aforesaid plan and certificate of Carlos Trudeau, of the 14th of June, 1797; that the said survey was returned to and approved by the surveyor general; that on said survey the said grant is divided into three distinct tracts: tract No. 1, lying on the west side of the Washita river, 140,000 arpens, or 118,479⅓ acres; tract No. 2, lying on the east side of the same river, containing 60,000 arpens, or 50,777 acres; and tract No. 3, lying on bayous de Siard and the Washita river, containing 10,845$\frac{40}{100}$ arpens, or 9,178$\frac{25}{100}$ acres; that thereafter your respondent and the said Henry Turner procured a copy to be made by said Dinsmore of said survey, with suitable subdivisions of tracts No. 1 and 2; that on said plan tract No. 1 is subdivided into 30 lots, and tract No. 2, into 27 lots; that the aforesaid partition between Henry Turner and the respondent, of March 27th, 1820, was upon said plan, a certified copy of which has been deposited in the office of the parish judge of the parish of Washita, since the day of , 18 , for reference and inspection; that since then respondent has made numerous sales in conformity with said plan, among which is the sale of lot No. 19, on the west side of the Washita river, mentioned in the answer of the defendant, Richard King; that the annexed schedule A, exhibits the numbers and approximative contents of the lots which fell respectively to the share of the respondent and said Henry Turner, as also lists of the lots still owned or previously sold by your respondent; and that

from said schedule it appears that your respondent is still the owner of lots No. 3, 20, 31, 12, 13, 14, 15, 16, 21, 22, 29, 32, 33, 18 less 500 arpens, and 17 in tract No. 1—of lot No. 2, south $\frac{1}{3}$ of 3, east half of 12, east half of 13, most of 16, and Nos. 18, 21, 20, and 17; most of 22, and about 800 arpens comprised in the Etier claim, in Nos. 23 and 24, in tract No. 2, besides his undivided interest in tract No. 3.

The respondent further shows, that in conformity with the acts of Congress which authorized claimants of lands in Louisiana, under complete French and Spanish grants, to lay their claims before the board of commissioners, for the purpose of ascertaining and discriminating the lands which had been finally severed from the public domain from those which were still public property, or the title to which required to be confirmed, the aforesaid Louis Bouligny filed said grant with the board of commissioners for the western district of Louisiana, who, on the 14th of December, 1812, made a report thereon, in which they recognised the same as a valid and complete grant, and recommended the same for confirmation; and that by the 1st section of an act of Congress of the 29th of April, 1816, all claims in the aforesaid report, arranged under class B, of which the aforesaid grant was one, and which the commissioners had recommended for confirmation, were confirmed, with the proviso "that under no one claim shall any person or persons be entitled, under this act, to more than the quantity contained in a league square."

The respondent further shows that, although the aforesaid grant required no confirmation, still, for the purpose of quieting his title, he made long continued efforts, for many years, to obtain from the Congress of the United States the formal recognition of the same; that, notwithstanding numerous favorable reports on the same by committees, and the passage of bills, by one or the other houses of Congress, for the confirmation of said claim, no final action was ever had on the application of the respondent; and that, finally, with the view of allaying the apprehensions of some of his vendees, and to procure more authentic proof of the merits of his title, he took out a patent, on the 20th of December, 1842, for the league square to which the confirmation, by said act of April 29th, 1816, was confined; it being expressly understood, and so declared, in an opinion of the Attorney General of the United States, dated the 22d of December, 1841, and in the instructions of the commissioner of the General Land Office to the surveyor general of Louisiana, of Dec. 23d, 1841, that, by so doing, the respondent neither waived his rights to the remainder of the grant, nor was to be precluded from applying for its confirmation to Congress, or from asserting its validity in courts of justice.

The respondent, then, assuming the character of plaintiff in reconvention, represents, that he and the said Henry Turner, relying on the validity of said grant, and on the justice of the United

States, have expended large sums of money in the purchase of said grant; that the United States were bound to respect it, it being private property at the time of the cession of Louisiana; that, by refusing to recognise the same as the lawful property of the respondent, the United States have inflicted heavy injury on him; that its value is greatly depreciated, and the sale of parts of the same rendered hazardous and disadvantageous, and the respondent is disturbed in the possession and enjoyment of the part thereof still retained by him; the respondent has sold about 95,450 arpens thereof, which are now occupied and improved by numerous citizens whose title ought to be quieted; that the respondent has for many years paid taxes on the said lands; made roads thereon; and he is yet the owner, and in actual possession of 95,000 arpens thereof—parts of which are cleared.

The respondent, in warranty, then concludes with a prayer that the grant, made by the Baron de Carondelet, on the 20th of June, 1797, to the Marquis de Maison Rouge, may be declared valid; that the said Richard King, and the respondent, be recognised to be the lawful owners of the parts of said grant held by them, as described in the answer of said Richard King, and in said schedule A, and that they may be quieted in the ownership and possession of the same, and that the United States may be ordered to desist from treating and considering any part of said grant, as designated on the said survey of John Dinsmore, of the 27th of March, 1820, as public property. And the respondent further prays for his costs, and all such other and further relief as the nature of this case may require, and to justice and equity appertain.

The validity of the grant thus relied on by the warrantor is contested by the counsel for the U. States upon the following grounds:

1st. The contract of 1795 was executory, dependent upon a condition precedent. This contract was made, as it is conceded, for the benefit of the Spanish Government upon the one part, and for the use and benefit of the emigrants on the other.

2d. The document called a grant, or title in form, of date of 1797, is neither in form nor substance, in law nor in fact, a *grant* or appropriation of 30 leagues, &c., for the purpose of removing all doubts as to the other families who might emigrate, &c., upon the terms and conditions of his contract.

What contract? Of the contract before mentioned, of course. We never hear of but one.

3d. The governor had no power to make a grant of that character. He admits, in effect, his want of power to make the original contract with this class of individuals for a public or national object. These were questions with which the sovereign entrusted no one. Hence the necessity of sending his contract to Madrid for the royal approbation.

4th. But if it were competent for the governor to make such a grant, and if this paper is a grant, yet it certainly has a condition

or conditions annexed, which were to be performed, and those conditions were the same which were stipulated in the contract. Performance of these terms or conditions is necessary, to give validity to the grant.

If it were an action between individuals, the plaintiff would be bound to aver and prove performance of these conditions.

5th. But if every thing else be correct, the land as claimed by defendant was never claimed by Maison Rouge. His claim was never spoken of as being below fort Miro. The removal of the grant from the bayou Barthelemy upwards, for complement, to a point five miles below the fort, and down on both sides of the river, was determined on after the grant, or the paper called a grant, of 1797, and after the death of Maison Rouge.—8 Peters', 436 to 470, Peters', 472; Chitty on Contracts, 271,–'2,–'3,–'4, on performance of contracts; 19 L. R. 369, as to location; 2 White's Recoplacion 237, 236, 234; ibid 192,–'7, 230, 234; Tomlin's Law Dictionary, 39, as to the definition of a grant.

6th. As to the force and effect of the evidence contained in the deposition of Girod, the agreement between the parties will show that it is to have the same weight as if it had been taken under a commission. Not only so, but 30 days' notice were actually given to the agent of Coxe, the warrantor in the suit.

Having thus presented a statement of the pleadings and the points raised by the counsel of the Government in argument, I shall now proceed to give, in detail, the reasons which brought my mind to the conclusion indicated by the judgment already rendered in this case. In giving these reasons, I shall keep steadily in view the material facts which were established by the evidence on the trial.

From that evidence it appears that, on the 17th of March, 1795, the Marquis de Maison Rouge entered into a contract with the governor and intendant of the then Spanish province of Louisiana, for the purpose of introducing into Louisiana thirty families of French emigrants, to whom a tract of land was assigned on the Washita river. The government undertook to defray the expenses of these emigrants from New Madrid to Washita, and to pay to each settler the sum of $100, and to give him a tract of land.

Inasmuch as the contract has been considered, in argument, as inseparably connected with the grant subsequently executed in favor of Maison Rouge, it may be well here to remark, that I do not understand that contract to contain any stipulation by which Maison Rouge himself was to be immediately benefitted. In other words, it does not appear that he, in common with the other emigrants, was to be a recipient of a portion of the territory to be assigned to the settlers. That he was in some manner to be rewarded by the Government for the meritorious services rendered in accomplishing the object of the contract, we may reasonably suppose. How or in what manner he was rewarded, will hereafter be seen.

Certain, however, it is, he received no portion of the land allowed under the original contract. It is true he resided for several

years in the vicinity of the settlers, but it is equally true that he resided upon land which he himself purchased from a man by the name of Conpelly. (See act of sale from Conpelly to Maison Rouge.)

In ascertaining how far the condition of the contract was complied with on the part of Maison Rouge, I have been governed by the expression contained in the grant itself, and by the evidence of Mrs. Grayson, Mrs. Dewitt, and of Morrison and Gleason. If these were doubtful, the most conclusive evidence is, I think, furnished by the official statement, or certificate, of two officers of the colonial treasury of Louisiana, bearing date 5th day of August, 1803.

This certificate was given by order of Morales, the intendant, and head of the department which, subsequent to the date of the grant, by a new regulation, exercised the power of granting land, of inquiring into the condition under which it had been previously granted, and, consequently, of inquiring into and certifying to the performance of conditions previously imposed. The grant is what was usually termed in Louisiana, under the Spanish Government, a "titulo en forma"—a title in form—as shown by the testimony of Tessier, who was examined under a commission. After the description of the land granted, we find the following words: "under the terms and conditions stipulated and contracted for by the Marquis de Maison Rouge."

Much has been said as to what should be the construction given to these words. I have considered them attentively, and, from the view I feel myself compelled to take of the grant, I do not deem it important to decide, whether the words relate to the "terms and stipulations" contained in the contract originally entered into by the Marquis de Maison Rouge with the government, for the purpose of introducing a certain number of families, or to some *new* "terms and conditions" subsequently entered into, and to be fulfilled by the grantee after the date of the grant. Let us admit, for the sake of argument, that the Baron de Carondelet, at the time he signed the grant, intended that certain conditions should be complied with, we still have the evidence of the officers of the treasury, certifying, under the intendency of Morales, that they had actually been complied with. This was deemed sufficient *then*, and by an officer of the colonial government specially delegated, not only to grant lands belonging to the public domain, but to perfect and complete inchoate grants, or grants depending upon conditions. This question, then, having been finally decided by the proper authority, while the territory granted still remained subject to the domain of Spain, it would be strange, indeed, if a court of the United States, bound by the obligations of the treaties by which Louisiana has been ceded and acquired by the different Governments, should now undertake to treat that decision as erroneous.

To act upon this principle, would be to disregard the solemn adjudication repeatedly made by the Supreme Court of the United

States, and especially in the case of Keene vs. McDonogh, 8 Peter's, 310. In that case the court decided that the acts of a sovereign *de facto*, though not *de juro*, were binding upon it, in determining a question of title to land. With far greater force will the principle apply to the case now under consideration, wherein it appears that the proceedings, from the commencement until the completion of the grant, were conducted before tribunals appointed by the sovereign, *de juro*, as well as *de facto*. See also 6 Peters', 748.

But to give to the United States the full benefit of the ground assumed by their counsel, let us admit that the conditions of the grant imposed an obligation on Maison Rouge to introduce into Louisiana a certain number of families, as prescribed by the contract of 1795, yet it does not appear that any particular time was stipulated, within which the condition was to be fulfilled, and the case at once becomes perfectly analogous to that of the United States vs. Arredondo, 6 Peters', 745. In the able opinion of the court, delivered by Mr. Justice Baldwin, we find the following language, in reference to the very point we are now considering.

"The condition of settling two hundred families on the land, has not been complied with in fact: the question is, has it been complied with in law? or has such matter been presented to the court, as dispenses with the performance, and divests the grant of that condition?" "It is an acknowledged rule of law, that if a grant is made on a condition subsequent, and its performance becomes impossible, by the act of the grantor, the grant becomes single. We are not prepared to say, that the condition of settling two hundred Spanish families in an American territory, has been, or is, impossible: the condition was not unreasonable or unjust, at the time it was imposed; its performance would probably have been deemed a very fair and adequate consideration for the grant, had Florida remained a Spanish province. But to exact its performance after its cession to the United States, would be demanding the "summum jus" indeed, and enforcing a forfeiture on principles which, if not forbidden by the common law, would be utterly inconsistent with its spirit."

The genuineness of the grant having been conclusively established, by the testimony of witnesses who were well acquainted with the signature of the Baron de Carondelet, and by one witness especially, Tessier, who, officiating at the time, a secretary in the land department, was not only intimately acquainted with that signature, but who actually wrote the grant itself; and there being the most conclusive evidence that the conditions thereof, whatever they may have been, were complied with, I cannot but regard the rights of those claiming under it, as sacred and indefeasible. Considering it, as I do, in the light of a "*titulo en forma*," I am clearly of opinion that it invested full and complete ownership of thirty square leagues of land in the original grantee, and those who have legally succeeded to his rights; that these rights would have been

maintained and protected as inviolable, by the Spanish government, there can be no doubt; and it cannot be denied that the transfer of the sovereignty over the territory, has imposed upon the Government of the United States, and upon the tribunals which are charged with the administration of its laws, the same obligation which rested upon Spain. Nothing short of arbitrary power can withhold from the claimant under the grant, a right of property, so clearly established upon principles of law and justice.

But it has been contended by the counsel for the United States, that the Baron de Carondelet, as governor of Louisiana, had no power to make such a grant as the one now under consideration, and that the grant, if otherwise regular, is without the royal sanction, necessary to give it validity. It will be recollected that the grant to Maison Rouge bears date the 20th of June, 1797, and we know, historically, that the power to grant lands was then vested in the governor. We know, further, that this power was not transferred to the intendant until October, 1798—8 Peters, 452, White's compilation, 218. The position of the counsel, so far as it applies to the number of leagues included in the grant, cannot be more satisfactorily met than by citing the language used by the Supreme Court of the United States in the case of the United States vs. Arredondo, 6 Peters, 727. After alluding to various acts of Congress on the subject of titles to land within the limits of territory acquired by the United States, Mr. Justice Baldwin, who delivered the opinion of the court, thus proceeds:

"It is thus clearly evidenced by the acts, the words and intention of the Legislature, that in considering these claims by the special tribunals, the authority of the officer making the grant, or other evidence of claim to lands, formed no item in the title it conferred; that the United States never made that a point in issue between them and the claimant to be even considered, much less adjudicated. They have submitted to the principle which prevails as to all public grants of land, or acts of public officers, in issuing warrants, orders of survey, permission to cultivate or improve, as evidence of inceptive and nascent titles, which *is, that the public acts of public officers purporting to be executed in an official capacity, and by public authority, shall not be presumed to be an usurped, but a legitimate authority, previously given, or subsequently ratified, which is equivalent.*"

If it was not a legal presumption, that public and responsible officers, claiming and exercising the right of disposing of the public domain, did it by the order and consent of the government, in whose name the acts were done, the confusion and uncertainty of titles and possessions would be infinite, even in this country; especially in the States where tenure to land depends on every description of inceptive, vague and inchoate equities, rising in the grade of evidence, by various intermediate acts, to a full and legal

confirmation, by patent under the great seal." See also page 728, 729, of the same opinion.

In the case of the United States vs. Clarke, 8 Peters, 452, this question was again presented, and Mr. Chief Justice Marshall, who delivered the opinion of the court, thus affirms the position assumed in the previous case:

"It has been already stated that the acts of an officer to whom a public duty is assigned by his king, within the sphere of that duty, are, prima facie, taken to be within his power. This point was fully considered and clearly stated by this court in the case of Arredondo, and the principles on which the opinion rests are believed to be too deeply founded in law and reason ever to be successfully assailed. He who would controvert a grant executed by the lawful authority, with all the solemnities required by law, takes upon himself the burden of showing that the officer has transcended the powers conferred upon him, or that the transaction is tainted with fraud."

This grant was filed for confirmation in the land office at Opelousas, and, as early as 1812, the commissioners made a report to Congress in which it was included and recognised as a complete grant, and recommended for confirmation. All the claims embraced in that report, and recommended for confirmation, were confirmed by the act of Congress of the 29th of April, 1816, with the proviso that "on no one claim shall any person or persons be entitled, under this act, to more than a quantity contained in a league square."

Here was a direct recognition, by Congress itself, of the power in the governor of the Spanish province of Louisiana to make the grant. It is true the act has limited grantees to only one league square, whereas the grant under consideration calls for thirty leagues. This limitation, however, cannot be construed into a repudiation of the residue of the grant, or into an authority granted by Congress to the land commissioners to annul the title of the grantee to the number of leagues not specially mentioned in the act. I cannot suppose for an instant that the legislative branch of an enlightened government could so far lose sight of the immutable principles of justice as to lend its sanction to any proceeding which would, in effect, be retrospectively prescribing to a supreme sovereign power what *ought* to have been the extent of its liberality to its own subjects. I cannot suppose that Congress, even if it possessed the power under the Constitution to commit such an anomaly in legislation, would deliberately set aside the private rights of individuals, acquired under a former sovereign, and solemnly guaranteed by the stipulation of a treaty, and then claim to itself the sole and arbitrary power of determining the future disposition of those rights.

If the grant to Maison Rouge was valid for one league, why, so far

as the Government of the United States is concerned, should it not be valid for the whole thirty leagues called for by the grant?

The remarks of Mr. Chief Justice Marshall in the case of the United States vs. Clark, 8 Peters, 444, though made with reference to the action of commissioners on land titles in Florida, are equally applicable to the proceedings of the same tribunals in Louisiana.

"Florida," says he, "contained an immense quantity of vacant land, which the United States desired to sell. Numerous tracts in various parts of this territory, to an amount not ascertained, had been granted by its former sovereigns, and confirmed by treaty. To avoid any conflict between these titles and those which might be acquired under the United States, it was necessary to ascertain their validity, and the location of the lands. For this purpose boards of commissioners were appointed, with extensive powers, and great progress was made in the adjustment of claims. But neither the law of nations or the faith of the United States would justify the legislature in authorizing these boards to annul pre-existing titles, which might consequently be asserted, in the ordinary courts of the country, against any grantee of the American Government. The powers of the commissioners, therefore, were principally directed to the attainment of information on which they might report to Congress, who generally confirmed all grants on which they reported favorably." In accordance with the report of the commissioners, as before stated, a league square of this grant was confirmed by Congress, and a patent therefor received by Coxe, the respondent, in warranty in this case. To prevent all misconstruction of the effect of this patent, the attorney general of the United States gave an opinion on the 22d of December, 1842, that it was the full extent to which the land department could recognise the Maison Rouge claim, under the acts of Congress; but that it did not preclude Coxe from seeking the recognition or confirmation of his entire claim before Congress, or the courts of the country.

On the 24th of February, 1842, the legislature of Louisiana passed a resolution, soliciting Congress to direct a suit to be brought, for the purpose of testing the title to this grant, and representing that its settlement was of much importance to the State of Louisiana; and that Coxe was then in the city of New Orleans, and had expressed an intention to remain here sometime longer, for the purpose of receiving process, and giving jurisdiction to the circuit court of the United States, of this district, over any suit which the Government might see proper to institute against him, for the purpose of having his title to the land, claimed under the grant, judicially determined. This resolution gave rise to a report of the committee of the Senate of the United States, in which the committee expressed a concurrence with the views entertained by the legislature of Louisiana, but suggested that no legislative ac-

tion by Congress was necessary, inasmuch as the President already possessed the power to direct such a suit to be brought.

Shortly after, the President issued instructions to the district attorney of the United States, for this district, to institute the present action, of the express purpose of testing the validity of this grant.

I allude to these facts, established by the evidence adduced on the trial of the cause, to show the precautionary measures resorted to by Coxe, who appeared to be the principal proprietor of the land claimed under the grant, and to show further, that no act was committed by him, calculated to operate as a forfeiture of his right to that portion of it not included in the confirmatory act of Congress, and secured by the patent which subsequently issued. I regard his application for a confirmation, or patent, however, as entirely supererogatory. As a *titulo en forma*—the highest evidence of title known to the colonial laws of Spain, the grant was full and complete, without any action of Congress. In the case of Lavergue's heirs vs. Elkin's heirs, 17 La. Rep. 229, the supreme court of this State hold the following language with reference to this subject.

"The third exception is based upon the provisions of the various acts of Congress, authorizing and requiring the different description of claims to land, from the French and Spanish governments, to be presented to the officers appointed by that of the United States, for the purpose of recognition and confirmation. The object of those laws was two-fold. In the first place, to ascertain the quantity of land granted, and the description of the various tracts, to enable them to know what lands belonged to individuals or the Government; and, secondly, for the purpose of confirming to the claimants such titles as were imperfect, and required further action, on the part of the public authorities, to complete them.

A grant which was complete, under the French or Spanish government, required no confirmation, to give it validity, under ours. The government of Spain recognised the perfect title derived from the French government which preceded it; and the treaty, which ceded Louisiana to the United States, expressly guarantees to all the inhabitants equal rights and privileges with other citizens, and protects and maintains them in the enjoyment of their property. Art. 3 of the treaty of cession, vol. 1; Land Laws, p. 43; 9 Peters, 133."

But the council of the United States has further contended, that the location of the grant is not sufficiently certain. This objection has, I think, been answered by the evidence introduced on the trial of the cause.

The original plan of the grant, which was made by Carlos Trudeau, the surveyor general of the Spanish province of Louisiana, and which accompanied the delivery of the grant, shows four tracts of land appropriated to the Marquis de Maison Rouge, each of which are circumscribed by natural boundaries. These boundaries are the

Washita river, bayous, and other well known objects. The distance of the rear lines from the river is indicated, and all are more particularly explained by Trudeau's certificate, which accompanies the plan. Accordingly, when Dinsmore was ordered, in 1819, to make an actual survey of the grant, in conformity with Trudeau's plan, he seems to have found no difficulty in tracing and identifying the boundaries of the former on the ground. The entire conformity of Dinsmore's survey to the original plan has not been questioned. The documents obtained from the land office at Washington, and which have been introduced in evidence by the counsel of the United States, show that the officers of the Government always acknowledge Dinsmore's survey as indicating the three boundaries of the Maison Rouge grant; and this survey is referred to for the purpose of ascertaining what lands should be reserved from sale on account of this claim. A letter from the Commissioner of the General Land Office, to the surveyor general, directs the latter to forward to the district attorney a copy of Dinsmore's plan.

The inference drawn by the counsel of the defendant from this letter is, that the plan was sent for the purpose of showing to the law officer of the Government the location of the land, the title to which was to be determined by the present action. Whether this inference be correct or not, I agree fully with the position contended for by the counsel, that the official survey of a sworn Government surveyor, so long acted upon by other officers of the law department, constitutes at least *prima facie* evidence, and no attempt was made on the trial of the cause to impeach it. Besides this evidence, however, to show that officers of Government have considered the location of the land claimed under the grant established by the plan of Trudeau, and the subsequent survey made in conformity therewith, as the true location, the confirmation of Congress of the one league square, and the patent that issued therefor, covers land within the boundaries exhibited by that plan and survey.

Being satisfied, then, that the grant itself was full and complete; that its conditions were complied with; that it was made by an officer, empowered by the colonial laws and customs of Louisiana to make it; that it required, after the transfer of the sovereignty of Louisiana, no action of Congress to give it validity, and that the location of the land claimed under it has been established, as well by the evidence introduced by the United States as that which has been furnished by the defendant, I cannot bring my mind to regard the magnitude of the grant as a matter with which a court of justice should for a moment permit itself to be influenced in adjudicating upon a question of right. The case is one which involves, indeed, a large amount of property, which must hereafter be enjoyed by individuals, or be sold for the benefit of the Treasury of the Government; but I have not permitted my mind to be drawn from the true issues involved, by representations of the present value of that property. I have rather recurred to the circumstances

under which the liberality of the colonial government was thus signally manifested, and to the objects to be attained in furtherance of the interests of a young and feeble colony. A vast and fertile territory was to be settled, population alone was wanting to develope the resources of the country, to increase its political strength, and answer the demands of its treasury. The public domain was extensive, the wants of the treasury were great, and it was the policy of the Government to throw the trouble and expense of attending the settlement of the wild and uncultivated lands upon enterprising individuals who were willing to offer their services for an adequate compensation. Such has been the policy pursued in the settlement of all new countries, and such especially was the policy adopted by the colonial governments of Louisiana and the Floridas. When we take into consideration the trouble, expense, and even danger, to which those [who] bound themselves to perform such services to the Government were long and constantly subjected, and at the same time recur to the actual value of the lands at the time they were granted, we will readily conclude the compensation awarded, even in the case of the Marquis de Maison Rouge, was neither unreasonable nor extravagant.

Much was said in argument respecting the evidence of Girod. Under the argument of counsel, a pamphlet of which he was the author, was introduced as testimony. I have considered it attentively, but cannot bring my mind to the conclusion that it is sufficient to counteract the force and effect of testimony emanating from persons who had equal, if not better, opportunities of acquiring a knowlege of the facts set forth, much less to defeat the positive evidence afforded by the grant itself, and the certificate of the officers of the colonial treasury, under the intendency of Morales.

In conclusion, I will notice the plea in reconvention set up by the respondent in warranty.

This plea was overruled, because, under the practice of Louisiana, it is to be regarded in the light of a new suit, and consequently places the Government in the attitude of a defendant before the court.

It is therefore ordered, adjudged, and decreed that the plaintiffs' petition be dismissed, and that the grant made by the Baron de Carondelet as the governor of Louisiana, on the 20th of June, 1797, to the Marquis de Maison Rouge, be, and the same is hereby, declared valid; that the said Richard King, the defendant, and the said Daniel W. Coxe, warrantor, be, and they are hereby, declared and recognised to be, the lawful owners of the parts of said grant, held by them, as described in the answer of said Richard King, and in schedule "A," and that they be quieted in the ownership and possession of the same.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

Note.—The feeble state of my health at the time the judgment in this case was rendered, prevented me from giving in detail the reasons upon which that judgment was founded. This explanation is deemed necessary, because the above opinion does not appear upon the transcript of the record of the case, as carried, by writ of error, to the Supreme Court of the United States. T. H. McC.

CLERK'S OFFICE, *United States Circuit Court,*
Fifth judicial circuit and eastern district of Louisiana :

I hereby certify the foregoing 28½ [pages] to contain a full and faithful copy of the opinion of the court rendered in the case of the United States vs. Richard King and D. W. Coxe, called in warranty, No. 948 of the Docket, which case was taken up to the Supreme Court of the United States by a writ of error.

Witness my hand and the seal of the said circuit court, this 24th day of October, A. D. 1843.

[SEAL.] H. B. PAGE,
Dep'y Clerk.

[Endorsed]—No. 99, E. Louisiana, C. C. U. S., U. States *vs.* King & Coxe. Opinion of Circuit Court, filed 25th November, 1843.

Filed 19th October, 1843.